

SUBCONTRACT NO. 735002048
VENDOR NO. 001433
ISSUED DATE: June 28, 2013

PHASE CODE: 14 20 00.010

Subcontract Agreement

between

Tutor Perini Corporation

(hereinafter "Contractor")

and

Hudson Elevator Group

(hereinafter "Subcontractor")

Project:	SUNY New Academic Building School of Public Health
Owner:	State University Construction Fund (SUCF)
Architect:	Ennead Architects LLP
Subcontract Work:	Elevator

THIS AGREEMENT made this June 28, 2013 between **Tutor Perini Corporation**, with a business address at 1600 Arch Street, Suite 300, Philadelphia, PA 19103 (hereinafter "Contractor") and Hudson Elevator Group, with business address at 963 Van Duzer Street, Staten Island, NY, 10304, Attention: Michael Farley, Telephone No. 718-720-6600, Fax No. 718-815-3830 (hereinafter "Subcontractor"). **Contractor and Subcontractor** agree as follows:

1. CONTRACT DOCUMENTS

1.1 This Subcontract is for the following labor, materials, equipment and/or services set forth in Exhibit "A" "Scope of Work", and the other "Contract Documents", to be performed in accordance with the Contract Documents; "Contract Documents" are defined and listed in Paragraph 2 of Exhibit "C" "Project Specific Requirements."

All of the foregoing form a part of this Subcontract Agreement, as if set forth at length and are fully incorporated herein and are referred to herein as Contract Documents. **Subcontractor** acknowledges that it has carefully examined such Contract Documents and understands them fully by its signature, which appears below.

It is the intention of the parties that all terms of this Subcontract are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence of the documents forming this Subcontract shall be: (1) modifications of any documents forming part of this Subcontract; (2) this Subcontract, as modified and/or supplemented by Exhibit "C" attached hereto, unless the Contract Documents impose a higher standard or greater requirement on **Subcontractor**, in which case the Contract Documents; (3) the Contract Documents, unless the provisions of (2) apply.

1.2 This Subcontract contains the entire agreement between the parties with respect to the matters covered herein, and all prior representations or agreements, warranties or other matters, whether written or oral, not incorporated herein are superseded. If **Subcontractor** has commenced performance of its work hereunder prior to the execution of this Agreement, it is specifically understood that all such work shall be included in the work hereunder, and all payments shall be applied on account of the Subcontract price hereunder; and that such work and payments, as well as the future work to be performed hereunder shall be in conformance with and subject to the terms and conditions hereunder.

1.3 Work performed by **Subcontractor** shall be in strict accordance with the Contract Documents applicable to the work to be performed and labor, materials, equipment, and/or services to be furnished hereunder. The **Subcontractor** shall be bound to the **Contractor** by the terms of the Subcontract and of the Contract Documents between the **Owner** and the **Contractor** and shall assume toward the **Contractor** all of the obligations and responsibilities with respect to work to be performed by **Subcontractor** which the **Contractor**, by those Contract Documents, assumes toward the **Owner**, and further, all rights and remedies which accrue to **Contractor** by way of the Contract Documents, shall accrue to **Subcontractor** except as otherwise provided in the Contract Documents. All rights which **Owner** may exercise and enforce against **Contractor** may be exercised and enforced by **Contractor** against **Subcontractor**. In the event of any dispute between the **Owner** and **Contractor**, all decisions, directives, interpretations and rulings of the **Owner** or the **Architect**, at **Owner's** option, including **Owner's** termination or suspension of **Contractor**, shall bind **Subcontractor**. **Subcontractor** agrees to bind all lower tier subcontractors to the performance obligations and responsibilities, which **Subcontractor** assumes towards **Contractor** by way of these Contract Documents. Where specific work set forth in the Contract Documents is not described in this Subcontract, **Subcontractor** shall perform all work normally construed to come within the scope of its activities, as required of the **Contractor** under the Principal Agreement. All work shall be performed to the complete satisfaction of the **Contractor**, the **Architect** and **Owner**.

2. SCOPE OF WORK AND SUBCONTRACT PRICE

2.1 **Subcontractor** shall complete all **Elevator WORK** as required by the Contract Documents and without limitation as more particularly described in the appropriate Specifications and as may be further defined in the Scope of Work (Exhibit "A"), attached hereto and made a part hereof.

2.2 **TOTAL FIRM PRICE FOR ALL WORK UNDER THIS SUBCONTRACT: Seven Hundred Eighty Thousand Dollars And 0/100, (\$780,000.00).**

3. TERMS OF PAYMENT

3.1 Terms of payment unless otherwise stated on the Subcontract shall be in accordance with the attached Schedule "A" and Exhibit C. Payment is subject to **Subcontractor's** compliance with the Contract Documents including this Subcontract; **Contractor** has the right to withhold payment as more particularly set forth in this Subcontract, in the Contract Documents and under all applicable Federal, State and local laws, rules and regulations.

3.2 **Subcontractor**, as one of the conditions precedent to any progress payment hereunder, shall furnish all necessary releases, lien waivers, affidavits and other documents required by the Contract Documents to keep the premises free from liens, or claims for liens of all materialmen, subcontractors or laborers, as well as complete waivers and releases of any and all claims of subcontractors and any party connected with or related to the performance of this Subcontract. Acceptance of final payment by **Subcontractor** shall be a full and complete discharge and release of **Contractor**. No payment hereunder, including final payment, shall be construed to be an acceptance by **Owner or Contractor** of defective work or improper materials, or any other failure of **Subcontractor's** work performed in accordance with this Subcontract.

3.3 As used in this Subcontract "Sub-Subcontractor" and "Sub-Subcontractors" shall mean any sub-subcontractors, laborers, suppliers, materialmen, vendors and anyone else acting through or under **Subcontractor** in connection with the prosecution of **Subcontractor's** work under this Subcontract. **Subcontractor** hereby agrees to make prompt payment to Sub-Subcontractors and that such prompt payment is of the essence of this Subcontract. In the event **Subcontractor** or its Sub-Subcontractors, or any party acting through or under it or them, fails to pay any sum of money due any party furnishing labor, materials or equipment hereunder, **Contractor** is hereby authorized to retain out of any payment due or to become due hereunder said unpaid sum and at its sole discretion, to pay same directly to the party to whom such sum is due. If at any time there shall be evidence of any lien or claims for which, if established, **Owner or Contractor**, or its sureties, or the Project or the property upon which the Project is situated might become liable, and which is chargeable to **Subcontractor** or to one of its Sub-Subcontractors, **Contractor** shall have the right to retain out of any payment due or to become due hereunder an amount sufficient to completely indemnify **Owner, Owner's** lenders, **Contractor** and **Contractor's** sureties, and any other persons whom **Contractor** is required to indemnify pursuant to the Contract Documents against all costs incurred in connection with such liens or claims, including attorney's fees. The provisions of this paragraph shall not require **Contractor** to determine or adjust any claims or disputes between those parties furnishing labor, materials or equipment hereunder, or to withhold any money for their protection; nor shall **Contractor** be liable to any party for its failure to so do. **Subcontractor's** failure to pay any **Sub-Subcontractor** for work performed on the Project shall be a material breach of this **Subcontract** which will constitute a default thereof.

3.4 **Contractor** may elect, in **Contractor's** sole discretion, to make any payment under the Subcontract directly to a Sub-Subcontractor or jointly payable to **Subcontractor** and its Sub-Subcontractor, and the full amount of any such payment shall be credited against amounts due or to become due to **Subcontractor** under the Subcontract. **Subcontractor** and such Sub-Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any direct or joint payment be construed to create any (1) contract between **Contractor** and a Sub-Subcontractor, (2) obligations from **Contractor** to a Sub-Subcontractor, or (3) rights in a Sub-Subcontractor against **Contractor**.

4. INDEMNIFICATION

4.1 To the fullest extent permitted by law, **Subcontractor** agrees to indemnify, hold harmless and defend **Contractor, Owner, Architect**, any engineers, partners and joint venturers, and any agents or employees of any of them and such other parties included as "Indemnified Parties" (as that term is defined in Paragraph 3 of Exhibit C) any other persons whom **Contractor** is required to indemnify pursuant to the Contract Documents and their respective agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including **Subcontractor's** employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for any of the Indemnified

Parties (including, but not limited to, work performed under this Subcontract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties, whether performed at the site or not), or in any way connected with the use, misuse, erection, maintenance, operation or failure of any machinery or equipment whether or not such machinery or equipment was furnished, rented or loaned by any of the Indemnified Parties. **Subcontractor's** indemnity obligation under this Section 4.1 of the Subcontract specifically does not include the obligation to indemnify the **Indemnified Parties** for their own negligence, except to the extent permitted by law. Such obligation shall not be construed to negate or otherwise reduce any other right or obligation or indemnity, which would otherwise exist. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by **Subcontractor's** employees. **Subcontractor** hereby expressly waives any provision of the applicable workmen's compensation act which would otherwise provide to **Subcontractor** immunity from such indemnity.

4.2 If there are any damages or claims of any kind or nature unsettled when the subcontract work is finished, the final payment by **Contractor** shall be deferred until all such claims shall have been adjusted or suitable coverage or indemnity acceptable to **Contractor** is provided by **Subcontractor or Subcontractor's** insurance carrier. The terms and conditions of this Article shall survive termination of this Subcontract Agreement.

4.3 **Subcontractor** and **Contractor** further agree that the choice of law applicable to the construction and application of the Indemnification and Hold Harmless Agreements set forth above shall be as set forth in Exhibit C, or if no choice of law is set forth in Exhibit C, the place of the project. **Subcontractor** agrees to and acknowledges the additional indemnity provisions in Exhibit C.

5. INSURANCE

Prior to commencing the work, **Subcontractor** shall procure and maintain, at its own expense, the insurance coverage in accordance with the Insurance Schedule set forth in Schedule "B", a copy of which is attached hereto and made a part hereof.

6. SUBCONTRACTOR PERFORMANCE

6.1 **Subcontractor** shall start work at the site within three (3) working days after notice from **Contractor** and shall supply sufficient labor, materials, equipment and/or services to maintain progress of the work of the **Subcontractor** to the satisfaction of **Contractor** and perform the same at such times and places as designated by **Contractor**. In the event the **Subcontractor** delays the progress of the work of **Contractor** or any other subcontractor or the furnishing of labor, materials, equipment and/or services or fails in the performance of any of the provisions of this Subcontract, including but not limited to, the failure to comply with any obligations imposed upon or assumed by the **Subcontractor** under this Subcontract, or fails to make payments in a timely manner to its Sub-subcontractors or employs workers or means or uses materials or equipment which may cause strikes or other labor troubles by workers or other personnel employed by the **Owner, Contractor** or other contractors or suppliers at the project site, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency or inability to meet its obligations, or if **Subcontractor's** creditor(s) cause a writ of execution to be served upon **Contractor, Subcontractor** shall be in material breach of this Subcontract and **Contractor** shall have the right to cancel this Subcontract upon three (3) working days' written notice issued to **Subcontractor**. In the event **Subcontractor** fails to appear at the site within the time period as prescribed by **Contractor** or fails to employ sufficient labor, materials, equipment and/or services, to the satisfaction of **Contractor, Subcontractor** shall be deemed to be in material breach and default and its Subcontract terminated without further notice from **Contractor**. In case of such termination, **Contractor** may take possession of all the materials, tools and equipment of **Subcontractor** on said premises in order to finish the work by whatever method **Contractor** may deem expedient, **Subcontractor** shall assign all applicable subcontracts and purchase orders to complete **Subcontractor's** work, and **Subcontractor** shall not be entitled to receive any further payment under this Subcontract until the performance of the Subcontract has been completed by **Contractor** or others engaged by **Contractor**, at which time if the unpaid balance due **Subcontractor** exceeds the cost of completion, said amount shall be paid to **Subcontractor** in full payment of any and all claims of **Subcontractor** under this Subcontract; provided, however, that in the event the costs and expenses of completion exceed such unpaid balance, the **Subcontractor** (a) agrees that it is not entitled to any further payments hereunder or for any other claims it may have under this Subcontract, and

(b) agrees to assume entire responsibility and liability for and to indemnify and hold harmless the **Contractor** from such excess costs and any and all other costs, losses, expenses and damages (including but not limited to reasonable attorneys' fees) incurred due to or resulting from, the default of **Subcontractor**. Notwithstanding any such termination of **Subcontractor** hereunder, **Subcontractor** shall remain responsible for the work which it performed prior to the date of termination.

6.2 **Contractor** shall have the right to terminate this **Subcontract**, by written notice, without **Subcontractor** being at fault, for any cause whatsoever or for **Contractor's** or the **Owner's** convenience and require under such circumstances that **Subcontractor** immediately stop work. Upon such termination, **Subcontractor** shall place no further orders or subcontracts for materials and promptly obtain cancellation upon terms satisfactory to **Contractor** of all purchase orders and subcontracts existing for the performance of the terminated work or assign those agreements to **Contractor** as directed. Upon any such termination, **Subcontractor** shall waive any claims or liens for damages, including loss of anticipated profit but **Contractor** shall pay to **Subcontractor** all amounts due and not previously paid to **Subcontractor** for work completed in accordance with the terms of the **Subcontract** prior to such notice of termination as well as for any reasonable cancellation charges arising out of the termination of the work under such subcontracts or purchase orders. Any default termination, subsequently determined to have been erroneous, shall be treated as a termination for convenience.

6.3 The **Contractor** may terminate the **Subcontractor** for default in accordance with this Article 6 of the **Subcontract** and any other applicable provisions of the Contract Documents. Termination by the **Contractor** of the **Subcontractor** for default shall not be deemed an election of remedies or a waiver of any other right or remedy available to the **Contractor** or **Owner**. The termination remedies of **Contractor** shall be cumulative to all other remedies that **Contractor** may have against **Subcontractor** under the Contract Documents, or in law or at equity or otherwise, including but not limited to the right to recover any other damages the **Contractor** may incur because of a default by the **Subcontractor**, including any costs, fees, expenses, or damages the **Contractor** may be required to pay to any other person as a result of such **Subcontractor's** default. It is expressly agreed that a waiver of a breach of any one of the terms or conditions contained in the Contract Documents shall not be construed as a waiver of any subsequent breach. Any consent to delay in the performance by **Subcontractor** of any obligation shall be applicable only to the particular event to which it relates, and it shall not be applicable to any other obligation or event hereunder. Delay in the enforcement of any remedy in the event of a breach of any condition herein or in the exercise by **Contractor** of any right hereunder shall not be construed as a waiver.

6.4 If the Principal Agreement is terminated by **Contractor** or the **Owner** and if under the express terms of the Principal Agreement the **Owner** would have the right in the circumstances under which such termination took place to elect to take an assignment from **Contractor** of this Subcontract and **Owner** elects to exercise such right, **Subcontractor** acknowledges and agrees that **Contractor** shall have the right to assign this Subcontract to the **Owner**, provided, however, that nothing contained herein shall be deemed to limit **Contractor's** right to assign this Subcontract under other circumstances not involving the operation of such express terms of the Principal Agreement.

6.5 The **Subcontractor** shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders, of any public authority bearing on the performance of the Work, including but not limited to those applicable to casinos in the place of the Project. If **Subcontractor** fails to comply with any such obligations, **Contractor** may terminate this Subcontract Agreement for default in accordance with paragraph 6.1 hereof, and **Subcontractor** shall be liable to **Contractor** for, and shall defend, indemnify, and hold **Contractor** harmless from and against, any and all costs, losses, expenses, and damages (including but not limited to reasonable attorneys' fees) due to or resulting from **Subcontractor's** default.

7. SCHEDULE

Subcontractor acknowledges that the entire Project must be complete and ready for use to the **Owner's** satisfaction in accordance with the schedule developed by **Contractor**, subject to agreed upon extensions of time. Time is of the essence. **Subcontractor** agrees to complete its work in accordance with the schedule developed by the **Contractor** and that he/she will bear responsibility for any delays (including any penalties or damages assessed) arising from its work.

8. LIENS

Subcontractor shall comply with the Contract Documents and all applicable laws and regulations relating to the liability of a subcontractor for mechanic's or materialmen's liens. In the event that any such lien or notice shall nevertheless be filed by **Subcontractor** or a Sub-Subcontractor, **Subcontractor** agrees to take all steps necessary and proper for the release and discharge of such lien in the manner required by the applicable laws immediately on receipt of demand from **Contractor** and in default of obtaining such release and discharge agrees to reimburse **Contractor** on demand for all moneys paid by **Contractor** in releasing, satisfying and discharging any such lien, including reasonable attorney's fees incurred.

If required by **Contractor**, **Subcontractor** shall certify to **Contractor** from time to time, including but not limited to submission thereof as part of an application for payment, as to the complete list of subcontractors and suppliers with which **Subcontractor** and its direct subcontractors have contracted or proposes to contract to furnish work, services, material or equipment in connection with the Project and payment status as to each and in such form as shall be acceptable to **Contractor** and **Owner**.

Upon request by **Contractor**, the **Subcontractor** shall provide **Contractor** with a complete copy of the sub-subcontracts, purchase orders or other agreements between **Subcontractor** and its Sub-Subcontractors, including any change orders or other amendments thereto. Upon request by **Contractor**, the **Subcontractor** shall provide **Contractor** with any additional information requested by the **Contractor** regarding the reported payment and performance status of any dealings between **Subcontractor** and its Sub-Subcontractors relating to the Project. Submission of all of the documents required by this Section shall be a condition precedent to **Contractor's** obligation to make payments to **Subcontractor**.

Subcontractor, for itself and its first and second tiered Sub-Subcontractors, shall obtain and at the request of **Contractor** shall be required to provide to **Contractor**, as part of each application for payment and as a condition to final payment, fully executed releases, lien waivers, and other documentation in the form provided by **Contractor** and any other requests by **Owner** for processing payment as a condition precedent to **Contractor's** obligation to pay **Subcontractor**. **Subcontractor** agrees to confirm to **Contractor** and to **Owner** from time to time for a period of up to six months after **Subcontractor** has completed its work that it has received full payment.

9. TEMPORARY EQUIPMENT SERVICE

To the extent **Contractor** shall make available, for **Subcontractor's** use, a crane, hoist, scaffold, trash chute or service elevator ("Temporary Equipment") for purposes of lifting workers and/or materials in the course of **Subcontractor's** performance of work hereunder, **Subcontractor** understands that such use shall be conditioned upon **Subcontractor's** agreement to the following:

a. Should **Subcontractor** or any of its lower tier subcontractors desire to utilize such Temporary Equipment made available for use by **Contractor** for purposes of lifting or moving workers and/or materials in the course of **Subcontractor's** performance of work hereunder, **Subcontractor** agrees to indemnify, defend and hold harmless the **Contractor** as well as the third party providing the Temporary Equipment from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of such Temporary Equipment, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **Subcontractor**, anyone employed by **Subcontractor** or anyone for whose acts the **Subcontractor** may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such indemnity shall not extend, however, to any occurrence resulting from the performance of the erection or dismantlement of such Temporary Equipment by the third party responsible for same.

b. Prior to the use of any Temporary Equipment, **Subcontractor** shall furnish **Contractor** with a certificate of insurance naming as additional insured on **Subcontractor's** liability insurance the third party providing the crane, hoist, scaffold, trash chute or service elevator. The furnishing of such insurance certificate shall be a condition precedent to the use of any such Temporary Equipment.

c. Such use by **Subcontractor** shall be at its sole risk and **Subcontractor** assumes the responsibility hereunder.

10. PROTECTION OF PROPERTY

Subcontractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent vandalism, theft, burglary, pilferage and unexplained disappearance of property, irrespective of whether **Contractor** is obligated to provide security on site. The **Owner or Contractor** shall provide Builder's Risk Insurance for work performed under the **Subcontract**; however, **Subcontractor** is advised that to the extent any loss is not covered by said insurance, or subject to any deductible or co-insurance, **Subcontractor** shall not be reimbursed for same.

11. SAFETY

The **Subcontractor** shall be responsible to the **Contractor** for compliance with all federal, state and local safety laws, ordinances, rules and regulations during **Subcontractor's** performance on and in connection with this Project. It is specifically agreed that there will be zero tolerance for unsafe conduct on the part of the **Subcontractor**, Sub-Subcontractors and employees. **Subcontractor** shall indemnify the **Contractor and Owner** for any and all expenses incurred by the **Contractor and Owner** for fines, penalties and corrective measures resulting from acts of commission or omission by **Subcontractor**, its agents and employees for failure to comply with such safety laws, ordinances, rules and regulations. **Subcontractor** Shall furnish **Contractor** with a copy of its Environmental, Health and Safety Plan, its Hazard Communication Program pursuant to 29 C.F.R. §1310 et seq., and any Material Safety Data Sheets (MSDS) required by applicable state law, along with all other relevant reports required by the foregoing laws, ordinances, rules and regulations.

Each **Subcontractor** shall comply with applicable requirements of labor laws and regulations of the jurisdiction of the Project, applicable to safety and the authorities having jurisdiction over same.

Subcontractor recognizes that under any applicable requirements, certain information may be required for both community residents and employees regarding hazardous substances which **Subcontractor** may bring on the job site. This includes preparation and submission to **Contractor** of a hazardous substance survey form providing a listing of hazardous substances which **Subcontractor** may use or bring on the job site, as well as MSDS providing detailed information on chemical substances used or brought on to the job site. All containers brought on the job site containing hazardous substances, hazardous mixtures, single chemicals and single mixtures must also be properly labeled. The **Contractor's** solicitation of MSDS from each of its subcontractors is exclusively for **Contractor's** use and will not relieve any **Subcontractor** from maintaining its own file of MSDS or otherwise, complying with such applicable Worker and Community Right to Know Act.

Each **Subcontractor** shall be responsible for any violations of the foregoing laws, ordinances, rules, regulations including but not limited to payment of costs involved with correction of violations, hearing, or appeal procedures and claims and/or fines associated with said violations. Upon discovering or being advised that any portion of the Work is or may be in violation or conflict with any laws, ordinances, rules or regulations, or is rejected by any governmental action, **Subcontractor** shall immediately correct and replace such violative, conflicting or rejected Work. In the event that any expenses are incurred by **Owner** and/or **Contractor** or claims made against **Owner** and/or **Contractor** in connection with an audit, proposed or actual violation, or a legal or administrative proceeding arising from any conditions, practices, acts or omissions of **Subcontractor** for violation of any of the foregoing laws, ordinances, rules, regulations, then **Subcontractor** shall hold **Owner and/or Contractor** harmless from and indemnify **Owner and Contractor** from **Subcontractor's** own funds against all costs and expense, including **Owner's and Contractor's** attorneys' fees, litigation costs and expense, damages, and penalties which **Owner and Contractor** may incur by reason of **Subcontractor's** failure to comply with the aforesaid standards as set forth hereinabove. Such costs shall be paid from **Subcontractor's** own funds and such amounts shall not constitute part of the Subcontract Price. Should such amounts exceed the amount of the costs due or to become due to **Subcontractor** then held by **Contractor**, then in that event **Subcontractor** shall pay to **Contractor** such difference immediately upon written demand from **Contractor**.

12. PREVAILING WAGE REQUIREMENTS

Subcontractor shall comply with the current prevailing wage rates of the vicinity for the work as established by the United States Department of Labor. A copy of the Wage Decision, as well as the Federal Labor Standards Provision, shall be furnished to each **Subcontractor**. As evidence of **Subcontractor's** compliance with same, **Subcontractor** shall submit, on a weekly basis, certified payroll forms.

13. TAXES

Subcontractor, for the price provided in this Subcontract, hereby accepts and assumes full and exclusive liability for, and shall defend, indemnify and hold **Contractor** harmless against the payment of any and all taxes and contributions or premiums for unemployment insurance, workmen's compensation, retirement, health and welfare or disability, and any similar benefits, which may now or hereafter be imposed by law or by collective bargaining agreement measured upon the payroll, income, wages, salaries or other remuneration of employees, by whomsoever employed, engaged in the performance of the work included in this Subcontract and all sales, use or other taxes levied or assessed against **Owner**, **Contractor** or **Subcontractor**, arising out of the **Subcontractor's** work, including, but not limited to, taxes on any kind of materials, articles or equipment. **Contractor** may, in its sole discretion, as a condition precedent to payment hereunder, request production by **Subcontractor** of evidence satisfactory to **Contractor** that all obligations contained in the within paragraph have been paid in full as a condition to making any payment whether final or otherwise hereunder.

14. WARRANTY

Subcontractor hereby guarantees all labor, materials, equipment, services and work furnished hereunder against all defects which may develop within one (1) year from date of final acceptance by **Owner** or within the guarantee period set forth in the Contract Documents, whichever is longer or such other longer warranty period as set forth in the Principal Agreement. Pursuant to such guarantee, **Subcontractor** agrees to remove, repair and/or replace, as **Contractor** may require, without charge to **Contractor**, any and all defective workmanship, materials, equipment and work; to pay any and all costs, expenses and damages, including labor charges, in connection therewith, as well as for the removal, repair and replacement of any other work which may be damaged as a result thereof; to remedy any defects, latent or patent, except those due to ordinary wear and tear or improper use and maintenance by any entity other than **Subcontractor**; and to pay for all damage to the property of the **Owner**, the **Contractor** or any other party resulting therefrom. Such corrective work shall be accomplished within seven (7) days or, if such correction cannot reasonably be completed with such seven (7) day period, such other period as reasonably established by **Contractor** after receipt of notice from **Contractor** to do so.

All guarantees and warranties expressed or implied shall inure to the benefit of both the **Owner** and **Contractor** during the performance of the Work and upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the **Owner**. The foregoing shall be in addition to, and not in lieu of, any and all warranties and remedies provided by law or required under the Contract Documents.

15. ASSIGNMENT

In accordance with the Contract Documents, this Subcontract Agreement and any other agreements or commitments between **Contractor** and **Subcontractor** shall be assignable to the **Owner** or **Owner's** designee. Upon written notice from **Owner**, **Contractor** shall assign this Subcontract Agreement and any other agreements or commitments and **Subcontractor** agrees: (i) to execute and deliver all such papers and take all such steps, if any, to effectuate assignment, (ii) to be bound by such assignment; (iii) that it shall not be entitled to additional cost or increase in price and (iv) to cooperate with **Owner** and complete its work in accordance with the Subcontract and the Contract Documents.

The **Subcontractor** agrees that it will not assign this Subcontract or any moneys due it, or to become due it hereunder, or sublet any portion of the work without first obtaining written consent of the **Contractor**.

16. CHANGES

Contractor may, at any time, unilaterally or by agreement with **Subcontractor**, make changes in the Work covered by this Subcontract, without notice to the sureties. **Subcontractor** shall perform the work as changed without delay. No additions, deductions, or changes shall be made in the work included in this Subcontract, nor shall there be any charges for premium time, except upon prior written order of **Contractor**. Said order shall specify the amount of additional compensation or credit to be applied to the amount of this Subcontract. **Subcontractor-initiated** requests for a change order will not automatically increase the

Subcontract price. The Subcontract price shall be adjusted only upon issuance of a fully executed change order signed by **Contractor** and **Subcontractor**. Allowable change order mark-ups shall be in accordance with the Contract Documents.

17. LABOR RELATIONS

Subcontractor will be held to be thoroughly familiar with all conditions affecting labor in the neighborhood of the Project, including but not limited to unions, incentive pay, procurement, living and commuting conditions, and any wage decisions applicable to the Work. The **Subcontractor** shall assume responsibility to the **Contractor** for all costs resulting from the failure to verify all conditions affecting labor. Each **Subcontractor** shall be responsible for the maintenance and observance of sound labor practices by itself and its subcontractors, and shall take all steps reasonably necessary to avoid labor disputes and the potential delay and disruption arising therefrom. In particular, the **Subcontractor** shall assure that the trade union affiliations of persons employed by it and its subcontractors in the performance of the Work are compatible with the employees of other subcontractors on the site. **Subcontractor** shall cause all work to be performed by (a) parties to or bound by a collective bargaining agreement with a labor organization affiliated with the Building and Construction Trades Department of the AFL-CIO; and (b) those employing only members of such labor organizations to perform work within their respective jurisdictions. **Subcontractor** acknowledges the contents of the above and by signing this Subcontract represents that it is a party to the applicable collective bargaining agreement. If, after the execution of this Subcontract, **Contractor** becomes aware that **Subcontractor** is not a party to said agreement, **Subcontractor** shall be liable to **Contractor** for any costs or damages resulting from such non party status, including delays and/or extra cost incurred due to cancellation of the Subcontract Agreement.

In the event of labor difficulties (including, but not limited to, strikes, walkouts, picketing, boycotts, or inability to obtain a sufficient number of competent laborers or mechanics), which interfere with the work, or any part thereof, it shall be the responsibility of the **Subcontractor** to take all measures necessary and possible to insure the Project's progress and completion as prescribed by the **Subcontractor's** time schedule including, but not limited to, seeking injunctive relief in an appropriate Court, filing an unfair labor practice charge(s) with the National Labor Relations Board, discharging employees who engage in an unprotected strike or work stoppage, or any other applicable legal or equitable action related to the aforesaid labor difficulty.

Subcontractor shall indemnify, defend and hold harmless **Owner** and **Contractor** against any and all loss, claims or suits (including costs and attorneys' fees) for or on account of any alleged unfair labor practice charge to which **Owner** or **Contractor** is made respondent or other legal or equitable action related to the aforesaid labor difficulty in which **Owner** and/or **Contractor** is a party and which occurs in connection with the performance of this Subcontract.

18. OVERTIME

In the event the **Contractor** requests that **Subcontractor** work overtime to expedite final completion of the work at a time when a **Subcontractor** is not in default of any of its obligations, **Subcontractor** agrees to work said overtime, and the **Contractor** shall pay only the **Subcontractor's** extra labor cost over the amount for regular time, including additional insurance and taxes. No commission or fee, profit or mark-up will be paid to **Subcontractor** on account of such overtime nor will the **Subcontractor** be paid or allowed any damages or extra costs resulting from lost efficiency.

19. EQUAL EMPLOYMENT OPPORTUNITY

No discrimination shall be made against any employees, or in the employment of any applicant, because of age, race, sex, color, creed or national origin, and **Subcontractor** agrees to be bound by and to comply with Executive Order 11246, as modified, dealing with Equal Employment Opportunity, and further agrees to comply with the provisions of 29 CFR part 470 and all of the provisions of the Contract Documents pertaining thereto. **Subcontractor** further agrees to execute and return the Federal Contract Compliance Non-Discrimination Clause Agreement, included herein, along with its Subcontract.

20. CLAIMS

20.1 In the event of any dispute involving the work performed or to be performed, **Subcontractor** may make a claim in accordance with the applicable provisions of the Contract Documents and the matter shall be

resolved as set forth in 20.2 and 20.3 below as applicable. If **Subcontractor** prevails, **Subcontractor's** sole remedy shall be an equitable adjustment determined as provided in the Contract Documents. In addition, any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after **Subcontractor's** knowledge of the claim, and if Section 20.2 is applicable, within sufficient time to allow **Contractor** to give notice to the **Owner** under the Contract Documents.

20.2 In case of any dispute between **Contractor** and **Subcontractor**, which in the sole judgment of the **Contractor**, in any way relates to or arises from any act or omission of the **Owner** or involves the Contract Documents between the **Owner and Contractor**, **Subcontractor** agrees to be bound to **Contractor** to the same extent that **Contractor** is bound to the **Owner**, by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Contract Documents or by law, whether or not **Subcontractor** is a party to such proceedings. In case of such dispute, **Subcontractor** will comply with all provisions of the Contract Documents (including applicable provisions of the Exhibit C "Project Specific Requirements") including without limitation, allowing a reasonable time for **Contractor** to analyze and forward to the **Owner** any required communications or documentation. **Contractor** will further invoke on behalf of **Subcontractor**, or allow **Subcontractor** to invoke, those provisions in the Contract Documents for determining disputes. Nothing herein shall require **Contractor** to certify a claim under a government contract when it cannot do so in good faith. If such dispute is prosecuted or defended by **Contractor**, **Subcontractor**, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by **Contractor** and to pay or reimburse **Contractor** for all costs incurred by **Contractor** in connection with the dispute including attorney's fees. Subcontract adjustments shall be made only to the extent that **Contractor** is entitled to relief from or must grant relief to the **Owner**. Further, each Subcontract adjustment shall be equal only to **Subcontractor's** allocable share of any adjustment in **Contractor's** contract with the **Owner**. **Subcontractor's** allocable share shall be determined by **Contractor**, after allowance of **Contractor's** normal overhead and profit on any recovery and **Contractor's** expense of recovery, by making a reasonable apportionment, if applicable, between **Subcontractor**, **Contractor** and other subcontractors or persons with interests in the adjustment.

20.3 To the extent not resolved under paragraph 20.2 above, any dispute between **Contractor** and **Subcontractor** arising from this **Subcontract** shall be subject to mediation as a condition precedent to arbitration or litigation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. In the event mediation does not resolve the parties' disputes arising out of this Subcontract, or the performance of any Work hereunder all such disputes shall be decided by litigation unless **Contractor**, at its sole option, advises the **Subcontractor** prior to, or within thirty (30) days after, the date **Contractor** is served with legal process that **Contractor** elects to have the dispute or claim decided or resolved by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.

21. MISCELLANEOUS

21.1 In the event of the termination of the Principal Agreement, in whole or in part, this Subcontract and/or corresponding portion of the Scope of Work shall also be terminated, upon written notice of **Contractor** to **Subcontractor**, and **Contractor** shall only be liable for labor, materials, articles and equipment furnished, and or materials and equipment ordered for the Project, to the date of receipt by **Subcontractor** of such written notice of termination, but only to the extent **Subcontractor** is liable for same. Upon such notice of termination, **Subcontractor** shall waive any claim for damages, including loss of anticipated profit.

21.2 It is understood and agreed that **Owner** has the right to approve or disapprove the employment of this **Subcontractor**, and in the event that **Owner** does not approve this **Subcontractor**, this Subcontract shall become null and void, and neither party shall have any obligation to the other hereunder.

21.3 **Subcontractor** assures the **Contractor** that in the performance of its Work hereunder and the employment of individuals for same, **Subcontractor** shall comply with the provisions of the Immigration Reform and Control Act of 1986 which makes it unlawful (i) to hire for employment a person that the employer knows to be an alien unauthorized to work in the United States, or (ii) for failure to comply with the employment verification and record keeping requirements of the Act.

21.4 **Subcontractor** specifically consents to be included, by consolidation, joinder or in any other manner, in any mediation, arbitration or litigation proceedings involving the Project.

21.5 The failure of **Contractor** to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

21.6 It is **Contractor's** policy to maintain a working environment free of harassment, intimidation, coercion and offensive conduct. It shall be **Subcontractor's** responsibility to be aware of, carry out and maintain such a working environment with your firm's forces while performing work at this Project site. Proper decorum shall be expected at all times. **Subcontractor's** failure to comply may result in severe sanctions, including but not limited to, termination of this Subcontract.

21.7 The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21.8 Each party hereto represents and warrants to the other that the person executing this Agreement is duly authorized to so execute this Agreement on behalf of the party for which it is executing this Agreement.

21.9 **Subcontractor** and all sub-tier subcontractors shall be responsible to observe and comply with all applicable OSHA, State and local safety regulations, Contractor Site Safety Plan, and noise regulations, and is directly responsible for the activities and maintenance of safe working conditions in this **Subcontractor's** respective work area. A Safety Representative, appointed by this **Subcontractor**, shall be directly responsible for implementing and maintaining all safety requirements. All **Subcontractor** employees will attend a mandatory safety orientation meeting when first arriving at the site. **Subcontractor** shall remove and replace any temporary safety measures to perform this work.

21.10 **Subcontractor** shall not encumber the site with stored materials and equipment which will prevent other subcontractors from performing their work. If needed, all materials, etc. will be moved as directed by the **Contractor** within 24 hours of being notified. Laydown area will be located by the **Contractor** and deliveries must be sequenced so as not to encumber the site.

21.11 **Subcontractor** shall pay for any breakage or damage caused by this **Subcontractor**. Upon failure to pay for such breakage or other damage, **Contractor** may replace property so damaged and charge the cost thereof to **Subcontractor**.

21.12 Blocking of the public streets or interference with the flow of traffic on adjacent sidewalks and alleyways is not permitted without prior approval from the pertinent authorities and satisfactory coordination with the **Contractor**. **Subcontractor** shall provide a flag person to direct traffic during all disturbances of normal traffic flow including deliveries and equipment relocations.

21.13 All deliveries will be coordinated with the **Contractor**. **Subcontractor** shall provide supervision for all of this **Subcontractor's** deliveries. **Subcontractor** shall notify the **Contractor** prior to delivery.

21.14 All trailers, storage trailer, other stock piled materials and their locations must be approved by the **Contractor**. If a trailer is approved, this **Subcontractor** shall be responsible for all costs associated with the trailer setup, maintenance, removal, utilities, site repairs and removals of trailer related items. **Subcontractor** is responsible for any relocating of its trailers, etc. required as directed by the **Contractor**; all costs shall be at this **Subcontractor's** expense.

21.15 This Subcontract includes jobsite communications. **Subcontractor** shall provide at least one of its jobsite supervisory personnel with a phone/radio communicating on the **Contractor's** frequency.

21.16 All specified and/or required inspection reports from local, state and federal inspection agencies shall be submitted to the **Contractor**.

21.17 **Subcontractor** shall complete testing, inspections, record documents, instructions, and other related work and services unless indicated otherwise in the Contract Documents.

21.18 **Subcontractor** is required within two (2) weeks (or as otherwise provided in Exhibit C) after award of Contract, or authorization to proceed, to submit for approval by the **Contractor** a detailed listing of all shop drawings and/or submittals required by the Contract Documents. The detailed listing will indicate the scheduled submittal date of each item, the anticipated lead time for fabrication and delivery after return of

approved submittal, and the date the material and/or equipment shall be required for installation on the project site. **Subcontractor** shall submit all shop drawings, calculations, samples, and submittals as required to conform to the schedule. Where the work of this **Subcontractor** requires submittal information concerning work being performed or equipment being provided by others, such required information shall also be indicated.

21.19 In order to insure the timely completion and operation of the Work, **Subcontractor** shall submit to the **Contractor** on a monthly basis, an accurate shop drawing log, including fabrication and expected delivery of items. This information will be used to update the Progress Schedule.

21.20 **Subcontractor** is required within two (2) weeks after award of Contract, or authorization to proceed, to submit for approval by the **Contractor** a detailed Schedule of Values for the work. The approved Schedule of Values shall establish the format for subsequent **Subcontractor** invoices, which shall be approved based on actual percentage of the work in place against the agreed upon value for each item of work.

21.21 **Subcontractor** shall coordinate the work of this **Subcontract** with that of all related or affected trades.

21.22 **Subcontractor** warrants that to the best of its knowledge and belief, and except as otherwise disclosed, **Subcontractor** does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Subcontract and the **Subcontractor's** organizational, financial, contractual or other interests are such that:

- a. Award of the Subcontract may result in an unfair competitive advantage; or
- b. **Subcontractor's** objectivity in performing the Subcontract work may be impaired.

21.22.1 **Subcontractor** agrees that, if after award **Subcontractor** discovers an organizational conflict of interest with respect to this Subcontract, **Subcontractor** shall make an immediate and full disclosure in writing to the **Contractor** which shall include a description of the action that the **Subcontractor** has taken or intends to take to eliminate or neutralize the conflict. The **Contractor** may, however, terminate the Subcontract for the convenience of the **Contractor** if it would be in the best interest of the **Owner**.

21.22.2 In the event the **Subcontractor** was aware of an organizational conflict of interest before the award of this Subcontract and intentionally did not disclose the conflict to the **Contractor**, the **Contractor** may terminate the Subcontract for default.

21.23 **Contractor** shall have the right to set off against any moneys due **Subcontractor** under this Subcontract any claim or claims against **Subcontractor**, whether arising under this Subcontract, or any other Subcontract or Subcontracts between the parties hereto. To the fullest extent permitted by law, **Subcontractor** agrees to waive any rights it has under applicable laws, including but not limited to any bond or trust fund statutes, which would prevent **Contractor** from exercising this right to setoff.

21.24 This Subcontract shall be governed by the choice of law provision set forth in Exhibit C, or if no provision is set forth in Exhibit C, the place of the project, unless the work is performed for the United States Government, then federal law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SUBCONTRACTOR

Hudson Elevator Group

By

IS

[Signature]

Print Name: Brian M. Farley

Title: President

(must be an Officer of the Company)

Date:

9/9/13

CONTRACTOR

Tut:

) < J -

Title:

h.trzt:J) &:o/r-

(Authorized Agent)

Date:

q/11-/zo/3

New Academic Building, School of Public Health
State University of New York
Health Science Center at Brooklyn
Subcontract No. 735002048
Page 1 of 3

EXHIBIT "A"

SCOPE OF WORK: ELEVATOR WORK

Complete all **ELEVATOR WORK** as required under the Contract Documents and without limitation as more particularly described in Exhibit "B", List of Drawings, Specifications and Addenda.

The following is a list of work that is to be included as part of the Scope of Work. This list is not intended to be all-inclusive or to limit the Scope of Work for **ELEVATOR WORK**. All work listed shall be performed as specified and as shown on the Contract Documents.

This Subcontract includes the Contract Drawings, Specifications and Addenda listed in Exhibit "B". Such Contract Drawings and Specifications will require coordination, completion, and details consistent with the intent of the Contract Documents, including all items necessary for the proper execution and completion of the work of this Subcontract.

This Subcontractor shall fully execute its Scope of Work as described in the Contract Documents and as may be reasonably inferable to produce the results intended by the Contract Documents.

A. GENERAL STANDARD ITEMS TO THE SCOPE OF WORK:

1. At Contractor's option, this Subcontractor shall provide Performance and Labor and Material Payment Bonds, in the full amount of this Subcontract and all subsequent increases, in the form bound herein, and issued by a surety listed on the Treasury's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation equal to or greater than the Subcontract sum. Neither the Owner nor Contractor shall be under any obligation to notify the surety of a change in the Subcontract. The surety must have an A.M. Best Co. rating of A or better with a financial size category of XII or better and be licensed and authorized to do business in the State of New York. Should the option of Performance and Labor and Material Payment Bonds be exercised by the Contractor, the cost associated therewith shall be administered as an additive change order to this Subcontract.
2. This Subcontractor shall complete all layout to accomplish the work of this Subcontract, from control lines established by others.
3. This Subcontractor is responsible for the payment of all applicable taxes as referenced in the Contract Documents. As part of this reference, note the exemptions outlined in Section 5 of Information for Bidders.
4. All work at the project site shall be accomplished through the utilization of union labor.
5. This Subcontractor shall be responsible for any cutting and patching required for installation of its work.
6. This Subcontractor shall provide all hoisting, rigging, scaffolding, conveyance, and other material/ equipment as required for material and personnel to accomplish the scope of this Subcontract. A dual man/ material hoist will be provided as structural steel erection progresses. Upon completion of Freight Elevator 8, Freight Elevator 8 will be utilized for vertical transportation of material and the hoist will be dismantled. The material hoist and freight elevator will be provided during first shift at no cost as scheduled by the Contractor on a first come, first served basis. If scheduling does not allow for first shift usage, the Subcontractor is responsible for the costs of off hours hoisting.

**New Academic Building, School of Public Health
State University of New York
Health Science Center at Brooklyn
Subcontract No. 735002048
Page 2 of 3**

7. This Subcontractor shall complete all clean-up for the scope of this Subcontract. All trash and debris resulting from the work of this Subcontract shall be removed by this Subcontractor to dumpsters provided by the Contractor. Dumpsters to be located at grade. This is a LEED project and as such, it is the responsibility of the Subcontractor to deposit debris in the proper dumpster. Any mud, dirt or other debris tracked onto the adjacent parking lots or public streets must be continuously cleaned up during the workday by the Subcontractor responsible.
8. This Subcontractor shall be responsible for obtaining and paying for all necessary licenses, permits and certificates required by law for the proper execution and completion of its work as applicable. This will include, but is not limited to, all submittals and other costs associated with securing all other licenses, permits, etc.
9. This Subcontractor acknowledges the requirement for out-of-sequence work due to the location requirements of temporary items, and the timing of their removal.
10. This Subcontractor shall not encumber the site with the stored materials and equipment that will prevent other subcontractors from efficiently performing their work or affect building operations.
11. Blocking of the city streets, without prior approval from the proper Authorities and the Owner, is not permitted. Where vehicles enter/exit the site, this Subcontractor shall provide a flag person and guard any open gates until its deliveries are completed and the gate secured. All applicable regulations must be followed in relation to access onto the streets.
12. Parking at the Project site is not available. Each Subcontractor shall make its own provisions for off site parking of all vehicles.

B. SCOPE OF WORK TRADE RELATED ITEMS:

1. This Subcontractor shall provide all Traction Elevators Work as indicated in the Contract Documents and as more specifically described in Specification Section 14 21 00 -Traction Elevators.
2. This Subcontractor includes the use of the elevator(s) prior to the turnover to the Owner for any material and / or personnel hoisting.
3. This Subcontract includes all interior cab finishes except for floor finishes. This Subcontractor shall provide 100% WBE participation for the work.

C. UNIT PRICES:

1. Labor rate to provide (1) Elevator Operator for use of elevator during construction.
\$1,000/Day
2. Monthly rate to perform maintenance on elevator if used during construction.
\$1,700/ Month

D. THIS SUBCONTRACT EXCLUDES THE FOLLOWING:

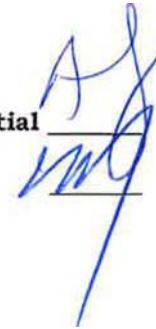
1. Sump pit removable galvanized pit cover
2. Elevator hoist beam, steel beam supports, guide rails & spreader beams.
3. Elevator pit ladders.

New Academic Building, School of Public Health
State University of New York
Health Science Center at Brooklyn
Subcontract No. 735002048
Page 3 of 3

4. Exterior cladding.
5. Elevator Operators for Temporary Use
6. Elevator Cab Protection for Temporary Use

END OF SCOPE OF WORK

Initial

A handwritten signature in blue ink, consisting of stylized, overlapping letters, positioned over a horizontal line.

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING

BROOKLYN, NY

By: Ennead Architects LLP

Document ListEXHIBIT"B"

Discipline	Document No.	Drawing Title	Current Date
VOLUME I			
	COVER	VOLUME I DRAWING INDEX	4.10.12
	T-100	GENERAL INFORMATION	4.10.12
	T-101	ADA STANDARDS	4.10.12
CIVIL			
	C001.00	CIVIL LEGEND AND NOTES	4.10.12
	C100.00	BOUNDARY AND TOPOGRAPHIC SURVEY	4.10.12
	C101.00	SITE DEMOLITION PLAN	4.10.12
	C201.00	SITE UTILITY PLAN	4.10.12
	C301.00	EROSION AND SEDIMENTATION CONTROL	4.10.12
	C401.00	BUILDERS PAVEMENT PLAN	4.10.12
	C102.00	BUILDERS PAVEMENT PLAN	4.10.12
	C103.00	BUILDERS PAVEMENT PLAN	4.10.12
	C501.00	UNDERGROUND DRAINAGE PLAN	4.10.12
	C601.00	CIVIL DETAILS	4.10.12
	C602.00	CIVIL DETAILS	4.10.12
LANDSCAPE			
	L-100	LANDSCAPE LAYOUT PLAN	4.10.12
	L-200	LANDSCAPE PLANTING PLAN	4.10.12
	L-300	LANDSCAPE DETAILS	4.10.12
	L-301	LANDSCAPE DETAILS	4.10.12
	L-302	LANDSCAPE DETAILS	4.10.12
	WO1	LANDSCAPE DETAILS	4.10.12
CODE CONFORMANCE			
	CC-000	CODE SHEET CODE CONFORMANCE DRAWING	4.10.12
	CC-100	BASEMENT FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-101	FIRST FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-102	SECOND FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-103	THIRD FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-104	FOURTH FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-105	FIFTH FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-106	SIXTH FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-107	SEVENTH FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-108	EIGHTH FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-109	MECHANICAL FLOOR PLAN CODE CONFORMANCE DRAWING	4.10.12
	CC-110	ROOF PLAN	4.10.12
HAZARDOUS MATERIALS			
	H-100	ASBESTOS ABATEMENT PLANS	4.10.12
ARCHITECTURAL			
	D-100	DEMOLITION PLANS	4.10.12
	D-101	DEMOLITION DETAILS	4.10.12
	A-001	CONSTRUCTION PHASE SITE LOGISTICS PLAN	4.10.12
	A-002	CONSTRUCTION PHASE LOGISTICS PLANS	4.10.12
	A-100	BASEMENT FLOOR PLAN	4.10.12
	A-101	FIRST FLOOR PLAN	4.10.12
	A-102	SECOND FLOOR PLAN	4.10.12
	A-103	THIRD FLOOR PLAN	4.10.12
	A-104	FOURTH FLOOR PLAN	4.10.12
	A-105	FIFTH FLOOR PLAN	4.10.12
	A-107	SIXTH FLOOR PLAN	4.10.12
	A-108	EIGHTH FLOOR PLAN	4.10.12
	A-109	MECHANICAL FLOOR PLAN	4.10.12
	A-110	ROOF PLAN	4.10.12
	A-120	BASEMENT AND FIRST FLOOR EDGE OF SLAB PLANS	4.10.12
	A-120.1	BASEMENT AND FIRST FLOOR TOPPING SLAB PLANS	4.10.12
	A-121	SECOND AND THIRD FLOOR EDGE OF SLAB PLANS	4.10.12
	A-121.1	THIRD FLOOR TOPPING SLAB PLAN	4.10.12
	A-122	FOURTH AND FIFTH FLOOR EDGE OF SLAB PLANS	4.10.12
	A-123	SIXTH AND SEVENTH FLOOR EDGE OF SLAB PLANS	4.10.12
	A-124	MECHANICAL AND ROOF PLAN EDGE OF SLAB PLANS	4.10.12
	A-130	FIRST FLOOR PATTERNS	4.10.12
	A-131	SECOND FLOOR PATTERNS	4.10.12
	A-200	BUILDING ELEVATION NORTH	4.10.12
	A-201	BUILDING ELEVATION SOUTH	4.10.12
	A-202	BUILDING ELEVATIONS EAST & WEST	4.10.12
	A-203	BUILDING ELEVATIONS - DEEP SETBACKS, ROOF & BULKHEAD	4.10.12
	A-210	BUILDING SECTIONS	4.10.12

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING
BROOKLYN, NY
By: Ennead Architects LLP

Document List

EXHIBIT "B"

Discipline	Document No.	Drawing Title	Issued Date
	A-211	BUILDING SECTIONS	4.10.12
	A-212	BASEMENT AND SITE SECTIONS	4.10.12
	A-213	TRANSFORMER VAULT ENLARGED PLANS	4.10.12
	A-214	TRANSFORMER VAULT ENLARGED SECTIONS	4.10.12
	A-220	PLAZA AND LOBBY ENLARGED PLAN AND ELEVATIONS	4.10.12
	A-221	PLAZA ENLARGED ELEVATIONS AND EXTERIOR MOCKUP	4.10.12
	A-222	BNLAROEO NORTH ELEVATION & LAYOUT DETAILS	4.10.12
	A-300	WALL SECTIONS - NORTH ELEVATION	4.10.12
	A-301	WALL SECTIONS - SOUTH & WEST ELEVATIONS	4.10.12
	A-302	WALL SECTIONS - EAST ELEVATION & MECH. PENTHOUSE	4.10.12
	A-310	BSB CONNECTION - PLANS & SECTIONS	4.10.12
	A-311	BSD CONNECTION - DETAILS	4.10.12
	A-312	BSB CONNECTION - DETAILS	4.10.12
	A-320	EXTERIOR DETAILS - ENTRY STAIR & RAMP	4.10.12
	A-321	EAST RAMP AND EXTERIOR DOORS	4.10.12
	A-322	EXTERIOR DETAILS - ENTRY DOORS AND GLAZING	4.10.12
	A-323	EXTERIOR DETAILS - VOLUMES	4.10.12
	A-330	EXTERIOR DETAILS - ENTRY PLAZA	4.10.12
	A-300	EXTERIOR DETAILS - ENTRY PLAZA	4.10.12
	A-331	EXTERIOR DETAILS - STONE BASE	4.10.12
	A-340	EXTERIOR DETAILS - FIBER CEMENT PANEL / CURTAIN WALL	4.10.12
	A-341	EXTERIOR DETAILS - FIBER CEMENT PANEL / CURTAIN WALL	4.10.12
	A-342	EXTERIOR DETAILS - FIBER CEMENT PANEL / CURTAIN WALL	4.10.12
	A-343	EXTERIOR DETAILS - FIBER CEMENT PANEL / CURTAIN WALL	4.10.12
	A-344	EXTERIOR DETAILS - STAIR TOWERS / EXTERIOR DOORS	4.10.12
	A-345	EXTERIOR DETAILS - LOUVERS	4.10.12
	A-346	EXTERIOR DETAILS - CURTAIN WALL	4.10.12
	A-347	EXTERIOR DETAILS - PARAPETS & COPINGS	4.10.12
	A-350	EXTERIOR DETAILS - ROOF	4.10.12
	A-351	NOT USED	4.10.12
	A-352	EXTERIOR DETAILS - ROOF AWAYS	4.10.12
	A-353	EXTERIOR DETAILS - ROOF SCREEN	4.10.12
	A-400	PARTITION SCHEDULE	4.10.12
	A-401	INTERIOR FINISH SCHEDULE	4.10.12
	A-402	DOOR SCHEDULE	4.10.12
	A-403	DOOR SCHEDULE AND DOOR & WINDOW TYPES	4.10.12
	A-404	DOOR DETAILS	4.10.12
	A-410	INTERIOR ELEVATIONS - LOBBY	4.10.12
	A-411	INTERIOR ELEVATIONS - FIRST FLOOR	4.10.12
	A-412	INTERIOR ELEVATIONS - SECOND FLOOR	4.10.12
	A-413	INTERIOR ELEVATIONS - THIRD FLOOR	4.10.12
	A-414	INTERIOR ELEVATIONS - THIRD FLOOR	4.10.12
	A-415	INTERIOR ELEVATIONS - FOURTH FLOOR	4.10.12
	A-416	INTERIOR ELEVATIONS - FIFTH FLOOR	4.10.12
	A-417	INTERIOR ELEVATIONS - SIXTH & SEVENTH FLOORS	4.10.12
	A-440	INTERIOR DETAILS - LOBBY	4.10.12
	A-441	INTERIOR DETAILS - LOBBY	4.10.12
	A-442	INTERIOR DETAILS - LOBBY	4.10.12
	A-443	INTERIOR DETAILS - FIRST AND SECOND FLOOR	4.10.12
	A-451	INTERIOR DETAILS - MILLWORK LOUDY	4.10.12
	A-452	INTERIOR DETAILS - MILLWORK TYPICAL	4.10.12
	A-500	ENLARGED PLANS & INTERIOR ELEVATIONS - GROUND FLOOR TOILET ROOMS	4.10.12
	A-501	ENLARGED PLANS & INTERIOR ELEVATIONS - TYPICAL CORE AND TOILET ROOM	4.10.12
	A-510	WEST STAIR - PLANS & SECTIONS	4.10.12
	A-511	EAST STAIR - PLANS & SECTIONS	4.10.12
	A-512	ENLARGED STAIR SECTIONS	4.10.12
	A-513	MISCELLANEOUS STAIRS	4.10.12
	A-514	ENLARGED PLANS & DETAILS	4.10.12
	A-515	STAIR DETAILS	4.10.12
	A-516	STAIR DETAILS	4.10.12
	A-600	BASEMENT RCP	4.10.12
	A-601	FIRST FLOOR RCP	4.10.12
	A-602	SECOND FLOOR RCP	4.10.12
	A-603	THIRD FLOOR RCP	4.10.12
	A-604	FOURTH FLOOR RCP	4.10.12
	A-605	FIFTH FLOOR RCP	4.10.12
	A-607	SEVENTH FLOOR RCP	4.10.12
	A-608	EIGHTH FLOOR RCP	4.10.12
	A-609	Mechanical FLOOR RCP	4.10.12
	A-610	Ceiling Details Foldable Partition and Skyflood Details	4.10.12

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING
BROOKLYN, NY
By: Ennead Architects LLP

Document
List EXHIBIT
"B"

Discipline	Document No.	Drawing Title	Issued Date
SIGNAGE	SC-001	SIGNAGE OVERVIEW	4.10.12
	SG-002	SIGN FAMILY OVERVIEW	4.10.12
	SG-003	SIGN FAMILY OVERVIEW	4.10.12
	SG-004	SIGN FAMILY OVERVIEW	4.10.12
	SG-005	TYPOGRAPHY	4.10.12
	SG-006	TYPOGRAPHY	4.10.12
	SG-007	SYMBOLS	4.10.12
	SG-008	FINISH SCHEDULE	4.10.12
	SG-100	6 ASBMENT SIGN LOCATION PLAN	4.10.12
	SG-101	FIRST FLOOR SIGN LOCATION PLAN	4.10.12
	SG-102	SECOND FLOOR SIGN LOCATION PLAN	4.10.12
	SG-103	THIRD FLOOR SIGN LOCATION PLAN	4.10.12
	SG-104	FOURTH FLOOR SIGN LOCATION PLAN	4.10.12
	SG-105	FIFTH FLOOR SIGN LOCATION PLAN	4.10.12
	SG-107	SIXTH FLOOR SIGN LOCATION PLAN	4.10.12
	SG-108	SEVENTH FLOOR SIGN LOCATION PLAN	4.10.12
	SG-109	MECHANICAL FLOOR SIGN LOCATION PLAN	4.10.12
	SG-110	ROOF SIGN LOCATION PLAN	4.10.12
	SG-201	SIGN TYPE M1	4.10.12
	SG-202	SIGN TYPE A1/2	4.10.12
	SG-203	SIGN TYPE A1	4.10.12
	SG-204	SIGN TYPE B1	4.10.12
	SG-205	SIGN TYPE C1	4.10.12
	SG-206	SIGN TYPE D1	4.10.12
	SG-301	SIGN TYPE A	4.10.12
	SG-302	SIGN TYPE A	4.10.12
	SG-303	SIGN TYPE B1	4.10.12
	SG-304	SIGN TYPE B2	4.10.12
	SG-305	SIGN TYPE B3	4.10.12
	SG-306	SIGN TYPE C1	4.10.12
	SG-307	SIGN TYPE C2	4.10.12
	SG-308	SIGN TYPE D1	4.10.12
	SG-309	SIGN TYPE D2	4.10.12
	SG-310	SIGN TYPE E	4.10.12
	SG-311	SIGN TYPE F	4.10.12
	SG-312	SIGN TYPE O	4.10.12
	SG-313	SIGN TYPE H	4.10.12
	SG-314	SIGN TYPES J K L	4.10.12
	SG-315	SIGN TYPE M1	4.10.12
	SG-316	SIGN TYPE M2	4.10.12
	SG-317	SIGN TYPE N	4.10.12
	SG-318	SIGN TYPE P	4.10.12
	SG-319	SIGN TYPE O1 O2 O3	4.10.12
	SG-320	SIGN TYPE O2	4.10.12
	SG-321	SIGN TYPE R	4.10.12
	SG-322	SIGN TYPE S1	4.10.12
	SG-323	SIGN TYPES U1 U2	4.10.12
	SG-324	SIGN TYPES V W SIM CENTER	4.10.12
SIMULATION CENTER			
	SC-103.1	THIRD FLOOR EQUIPMENT PLANS EAST	4.10.12
	SC-103.2	THIRD FLOOR EQUIPMENT PLANS WEST AND EQUIPMENT SCHEDULES	4.10.12
	SC-103.3	THIRD FLOOR WALL PROTECTION PLAN EAST	4.10.12
	SC-103.4	THIRD FLOOR WALL PROTECTION PLAN WEST	4.10.12
ENLARGED PLANS AND ELEVATIONS	SC-400	ENLARGED PLANS AND ELEVATIONS	4.10.12
	SC-401	ENLARGED PLANS AND ELEVATIONS	4.10.12
STRUCTURAL	S-1	ABBREVIATIONS	4.10.12
	S-2	GENERAL NOTES	4.10.12
	S-003	GENERAL NOTES	4.10.12
	S-004	DESIGN CRITERIA	4.10.12
	S-005	DESIGN CRITERIA	4.10.12
	S-006	DESIGN CRITERIA	4.10.12
	S-100	FOUNDATION PLAN	4.10.12
	S-100.1	1 BASEMENT FLOOR PLAN	4.10.12
	S-100.2	2 BASEMENT PART-PLAN	4.10.12
	S-101	FIRST FLOOR PLAN	4.10.12
	S-102	SECOND FLOOR PLAN	4.10.12

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING
BROOKLYN, NY

By: Ennead Architects LLP

Document List

EXHIBIT "B"

Discipline	Document No.	Item Drawing Title	Date	Current
	S-101	THIRD FLOOR PLAN		4.10.12
	S-104	FOURTH FLOOR PLAN		4.10.12
	S-105	FIFTH FLOOR PLAN		4.10.12
	S-107	SEVENTH FLOOR PLAN		4.10.12
	S-107	SEVENTH FLOOR PART PLAN		4.10.12
	S-108	EIGHTH FLOOR PLAN		4.10.12
	S-109	MECHANICAL FLOOR PLAN		4.10.12
	S-109	MECHANICAL FLOOR PART PLAN		4.10.12
	S-110	ROOF PLAN		4.10.12
	S-110	ROOF PART PLANS		4.10.12
	S-111	MECHANICAL PENTHOUSE ROOF PLAN		4.10.12
	S-200	NORTH FOUNDATION WALL SECTIONS AND ELEVATIONS		4.10.12
	S-201	EAST FOUNDATION WALL SECTIONS AND ELEVATIONS		4.10.12
	S-202	WEST FOUNDATION WALL SECTIONS AND ELEVATIONS		4.10.12
	S-210	BRACING ELEVATIONS		4.10.12
	S-211	BRACING ELEVATIONS		4.10.12
	S-300	CONED VAULT STRUCTURE		4.10.12
	S-301	CONED VAULT STRUCTURE		4.10.12
	S-310	VEE COLUMN STRUCTURE		4.10.12
	S-311	VEE COLUMN STRUCTURE		4.10.12
	S-312	VEE COLUMN STRUCTURE		4.10.12
	S-113	VEE COLUMN STRUCTURE		4.10.12
	S-120	COOLING TOWER FOUNDATION		4.10.12
	S-325	WATER TANK SCREEN & FOUNDATION		4.10.12
	S-326	WATER TANK SCREEN & FOUNDATION		4.10.12
	S-330	ENTRY VESTIBULE		4.10.12
	S-400	EXCAVATION AND WALL FOOTING DETAILS		4.10.12
	S-401	COLUMN FOOTING TYPICAL DETAILS		4.10.12
	S-402	BEARING SLAB ON GROUND TYPICAL DETAILS		4.10.12
	S-403	WALL TYPICAL DETAILS		4.10.12
	S-405	CURBS TOPPING AND BUTT-UP SLAB TYPICAL DETAILS ONE WAY SLAB TYPICAL DETAILS		4.10.12
	S-406	CONCRETE COLUMN AND TWO-WAY SLAB TYPICAL DETAILS		4.10.12
	S-407	CONCRETE BEAM TYPICAL DETAILS		4.10.12
	S-408	CONCRETE BEAM TYPICAL DETAILS		4.10.12
	S-109	WELDS BASE PLATE AND COLUMN SPICE TYPICAL DETAILS		4.10.12
	S-410	CONNECTIONS TYPICAL DETAILS		4.10.12
	S-411	COLUMN SCHEDULE		4.10.12
	S-412	STEEL COLUMN SCHEDULE TYPICAL DETAILS		4.10.12
	S-413	BEAM OPENINGS TYPICAL DETAILS		4.10.12
	S-414	BRACING CONNECTIONS TYPICAL DETAILS		4.10.12
	S-415	BRACING CONNECTIONS TYPICAL DETAILS		4.10.12
	S-416	SLAB/STAIR DECK TYPICAL DETAILS		4.10.12
	S-417	SLAB/STAIR DECK TYPICAL DETAILS		4.10.12
	S-418	STUD SHEAR CONNECTORS BELEVATOR SEPARATOR BEAM AND STEEL STAIR TYPICAL DETAILS		4.10.12
	S-419	BENT PLATE SLAB FOOTING TYPICAL DETAILS		4.10.12
	S-500	SECTIONS AND DETAILS		4.10.12
	S-501	SECTIONS AND DETAILS		4.10.12
	S-503	SECTIONS AND DETAILS		4.10.12
	S-510	SECTIONS AND DETAILS		4.10.12
	S-511	SECTIONS AND DETAILS		4.10.12
	S-512	SECTIONS AND DETAILS		4.10.12
	S-513	SECTIONS AND DETAILS		4.10.12
	S-514	SECTIONS AND DETAILS		4.10.12
	S-520	SECTIONS AND DETAILS		4.10.12
	S-530	SECTIONS AND DETAILS		4.10.12
	S-531	SECTIONS AND DETAILS		4.10.12
	S-532	SECTIONS AND DETAILS		4.10.12
	S-540	SECTIONS AND DETAILS		4.10.12
	S-590	SECTIONS AND DETAILS		4.10.12
	S-595	SECTIONS AND DETAILS		4.10.12
FACADE MAINTENANCE				
	FM-100	FACADE MAINTENANCE EQUIPMENT LAYOUT		4.10.12
	FM-200	FACADE MAINTENANCE ISALOCATIONS		4.10.12
	FM-100	FACADE MAINTENANCE DAVIT SECTION AND DETAIL		4.10.12
	FM-101	FACADE MAINTENANCE DETAILS		4.10.12
ELEVATOR				
	VE-100	HOISTWAY AND PIT PLANS		4.10.12

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING

BROOKLYN, NY

By: Ennead Architects LLP

Document ListEXHIBIT "B"

Discipline	Document No.	Drawing Title	Issued Date
	VT-101	MACHINE ROOM PLAN AND NOTES	4.10.12
	VT-102	SECTIONS AND RISER	4.10.12
		VOLUME II	
	COVER	VOLUME II DRAWING INDEX	4.10.12
LABORATORY	n-100	LAB EQUIPMENT COVER SHEET 1	4.10.12
	0-101	LAB EQUIPMENT COVER SHEET 2	4.10.12
	0-107	LAB EQUIPMENT PLAN • 7TH FLOOR	4.10.12
	0-108	LAB EQUIPMENT PLAN • 8TH FLOOR	4.10.12
	0-201	TYPICAL LAB MODULE ELEVATIONS • 7TH AND 8TH FLOORS	4.10.12
	D-300	LAB CASEWORK DETAILS	4.10.12
	D-301	LAB CASEWORK DETAILS	4.10.12
	D-302	LAB EQUIPMENT DETAILS	4.10.12
	D-303	LAB CASEWORK DETAILS	4.10.12
	D-304	LAB CASEWORK DETAILS	4.10.17
MECHANICAL			
	M-001	DRAWING LIST HVAC	4.10.12
	DM-001	MECHANICAL DEMOLITION PART PLANS	4.10.12
	M-100	BASEMENT MECHANICAL PLAN	4.10.12
	M-101	FIRST FLOOR MECHANICAL PLAN	4.10.12
	M-101.1	FIRST FLOOR PIPING CEILING PLAN	4.10.12
	M-101.2	FIRST FLOOR PIPING FLOOR PLAN	4.10.12
	M-102	SECOND FLOOR MECHANICAL PLAN	4.10.12
	M-102.1	SECOND FLOOR PIPING CEILING PLAN	4.10.12
	M-102.2	SECOND FLOOR PIPING FLOOR PLAN	4.10.12
	M-103	THIRD FLOOR MECHANICAL PLAN	4.10.12
	M-103.1	THIRD FLOOR PIPING CEILING PLAN	4.10.12
	M-103.2	THIRD FLOOR PIPING FLOOR PLAN	4.10.12
	M-104	FOURTH FLOOR MECHANICAL PLAN	4.10.12
	M-104.1	FOURTH FLOOR PIPING CEILING PLAN	4.10.12
	M-104.2	FOURTH FLOOR PIPING FLOOR PLAN	4.10.12
	M-105	FIFTH FLOOR MECHANICAL PLAN	4.10.12
	M-105.1	FIFTH FLOOR PIPING CEILING PLAN	4.10.12
	M-105.2	FIFTH FLOOR PIPING FLOOR PLAN	4.10.12
	M-107	SEVENTH FLOOR MECHANICAL PLAN	4.10.12
	M-107.1	SEVENTH FLOOR PIPING CEILING PLAN	4.10.12
	M-107.2	SEVENTH FLOOR PIPING FLOOR PLAN	4.10.12
	M-108	EIGHTH FLOOR MECHANICAL PLAN	4.10.12
	M-108.1	EIGHTH FLOOR PIPING CEILING PLAN	4.10.12
	M-108.2	EIGHTH FLOOR PIPING FLOOR PLAN	4.10.12
	M-109	MECHANICAL LEVEL PLAN	4.10.12
	M-109.1	MECHANICAL LEVEL PIPING PLAN	4.10.12
	M-110	ROOF MECHANICAL PLAN	4.10.12
	M-200	PART PLAN AND ELEVATION FOR AIR HANDLING UNITS SHEET NO. 1	4.10.12
	M-201	PART PLAN AND ELEVATION FOR AIR HANDLING UNITS SHEET NO. 2	4.10.12
	M-300	CHILLER PLANT PART PLAN AND SECTION	4.10.12
	M-301	MECHANICAL LEVEL PART PLAN WEST	4.10.12
	M-302	MECHANICAL LEVEL PART PLAN EAST	4.10.12
	M-303	MECHANICAL SECTIONS NO 1	4.10.12
	M-304	MECHANICAL SECTIONS NO 2	4.10.12
	M-305	MECHANICAL SECTIONS NO 3	4.10.12
	M-306	MECHANICAL SECTIONS NO 4	4.10.12
	M-400	HVAC DETAIL SHEET NO. 1	4.10.12
	M-401	HVAC DETAIL SHEET NO. 2	4.10.12
	M-402	HVAC DETAIL SHEET NO. 3	4.10.12
	M-403	HVAC DETAIL SHEET NO. 4	4.10.12
	M-404	HVAC DETAIL SHEET NO. 5	4.10.12
	M-405	HVAC DETAIL SHEET NO. 6	4.10.12
	M-406	HVAC DETAIL SHEET NO. 7	4.10.12
	M-500	HVAC SCHEDULE SHEET NO. 1	4.10.12
	M-501	HVAC SCHEDULE SHEET NO. 2	4.10.12
	M-502	HVAC SCHEDULE SHEET NO. 3	4.10.12
	M-503	HVAC SCHEDULE SHEET NO. 4	4.10.12
	M-504	HVAC SCHEDULE SHEET NO. 5	4.10.12
	M-505	HVAC SCHEDULE SHEET NO. 6	4.10.12
	M-506	HVAC SCHEDULE SHEET NO. 7	4.10.12
	M-600	AIR RISER DIAGRAM NO. 1	4.10.12
	M-601	AIR RISER DIAGRAM NO. 2	4.10.12
	M-602	MECHANICAL RISER DIAGRAM	4.10.12
	M-603	CHILLED WATER AND CONDENSING WATER DIAGRAM	4.10.12

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING
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Document List
EXHIBIT "B"

Discipline	Document No.	Drawing Title	Current Date
	M-601	HOT WATER RISER DIAGRAM #1	4.10.12
	M-603	HOT WATER RISER DIAGRAM #2	4.10.12
	M-606	MECHANICAL STAIR PRESSURIZATION RISER DETAIL	4.10.12
	M-700	CHILLED/CONDENSER WATER FLOW DIAGRAM	4.10.12
	M-701	HOT WATER FLOW DIAGRAM	4.10.12
	M-702	FUEL OIL FLOW DIAGRAM	4.10.12
	M-703	DOC SYSTEM ARCHITECTURE	4.10.12
	M-907	SEVENTH FLOOR AIR PRESSURE DIAGRAM	4.10.12
	M-908	EIGHTH FLOOR AIR PRESSURE DIAGRAM	4.10.12
PLUMBING			
	P-001	COVER SHEET KEY OF SYMBOLS GENERAL NOTES & DRAWING LIST	4.10.12
	P-U-100	BASEMENT UNOBTAINED PLUMBING PLAN	4.10.12
	P-100	BASEMENT PLUMBING PLAN	4.10.12
	P-101	1ST FLOOR PLUMBING PLAN	4.10.12
	P-102	2ND FLOOR PLUMBING PLAN	4.10.12
	P-103	3RD FLOOR PLUMBING PLAN	4.10.12
	P-104	4TH FLOOR PLUMBING PLAN	4.10.12
	P-105	5TH FLOOR PLUMBING PLAN	4.10.12
	P-107	7TH FLOOR PLUMBING PLAN	4.10.12
	P-108	8TH FLOOR PLUMBING PLAN	4.10.12
	P-109	MECHANICAL FLOOR PLUMBING PLAN	4.10.12
	P-110	ROOF PLUMBING PLAN	4.10.12
	P-201	WATER & FIRE SERVICES PLUMBING PART PLANS AND ELEVATIONS	4.10.12
	P-202	PLUMBING ENLARGED PART PLANS AND ELEVATIONS	4.10.12
	P-203	PLUMBING DETAILS 7TH FLOOR LAB SINKS & EQUIPMENT	4.10.12
	P-204	PLUMBING DETAILS 8TH FLOOR LAB SINKS & EQUIPMENT	4.10.12
	P-301	SANITARY RISER DIAGRAM	4.10.12
	P-302	DOMESTIC WATER RISER DIAGRAM	4.10.12
	P-303	GAS AND STORM RISER DIAGRAM	4.10.12
	P-304	WASTE RISER DIAGRAM	4.10.12
	P-305	VACUUM & RABBIT GRADE WATER RISER DIAGRAM	4.10.12
	P-401	PLUMBING DETAIL SHEET No. 1	4.10.12
	P-402	PLUMBING DETAIL SHEET No. 2	4.10.12
	P-501	PLUMBING SCHEDULE SHEET	4.10.12
	P-701	BSB PART PLAN	4.10.12
FIRE PROTECTION			
	FP-001	COVER SHEET KEY OF SYMBOLS GENERAL NOTES & DRAWING LIST	4.10.12
	FP-100	BASEMENT FIRE PROTECTION PLAN	4.10.12
	FP-101	1ST FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-102	2ND FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-103	3RD FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-104	4TH FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-105	5TH FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-107	7TH FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-108	8TH FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-109	MECHANICAL FLOOR FIRE PROTECTION PLAN	4.10.12
	FP-110	ROOF FIRE PROTECTION PLAN	4.10.12
	FP-201	WEST STAIR DETAILS	4.10.12
	FP-202	EAST STAIR DETAILS	4.10.12
	FP-301	FIRE PROTECTION RISER DIAGRAM	4.10.12
	FP-401	FIRE PROTECTION DETAIL SHEET No. 1	4.10.12
	FP-402	FIRE PROTECTION DETAIL SHEET No. 2	4.10.12
	FP-501	FIRE PROTECTION SCHEDULE SHEET	4.10.12
ELECTRICAL			
	E-001	ELECTRICAL TITLE SHEET	4.10.12
	E-002	ELLERICAL SITE PLAN	4.10.12
	E-100	ELECTRICAL BASEMENT POWER PLAN	4.10.12
	E-100.1	ELECTRICAL BASEMENT MINOR OVERHEAD PATHWAYS	4.10.12
	E-100.2	ELECTRICAL UNDERGROUND PATHWAYS	4.10.12
	E-101	ELECTRICAL 1ST FLOOR POWER PLAN	4.10.12
	E-101.1	ELECTRICAL 1ST FLOOR BSD DEMOLITION PLAN	4.10.12
	E-102	ELECTRICAL 2ND FLOOR POWER PLAN	4.10.12
	E-103	ELECTRICAL 3RD FLOOR POWER PLAN	4.10.12
	E-104	ELECTRICAL 4TH FLOOR POWER PLAN	4.10.12
	E-105	ELECTRICAL 5TH FLOOR POWER PLAN	4.10.12
	E-107	ELECTRICAL 7TH FLOOR POWER PLAN	4.10.12
	E-108	ELECTRICAL 8TH FLOOR POWER PLAN	4.10.12
	E-109	ELECTRICAL MECHANICAL FLOOR POWER PLAN	4.10.12
	E-109.1	ELECTRICAL MECHANICAL FLOOR MAJOR OVERHEAD PATHWAYS	4.10.12
	E-110	ELECTRICAL ROOF POWER PLAN	4.10.12

TUTOR PERINI CORPORATION

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Document ListEXHIBIT "B"

Discipline	Document No.	Drawing Title	Current Date
	E-110	ELECTRICAL ROOF LIGHTNING PROTECTION PLAN	4.10.12
	E-200	ELECTRICAL BASEMENT REFLECTED CEILING PLAN	4.10.12
	E-201	ELECTRICAL 1ST FLOOR REFLECTED CEILING PLAN	4.10.12
	E-202	ELECTRICAL 2ND FLOOR REFLECTED CEILING PLAN	4.10.12
	E-203	ELECTRICAL 3RD FLOOR REFLECTED CEILING PLAN	4.10.12
	E-204	ELECTRICAL 4TH FLOOR REFLECTED CEILING PLAN	4.10.12
	E-205	ELECTRICAL 5TH FLOOR REFLECTED CEILING PLAN	4.10.12
	E-207	ELECTRICAL 7TH FLOOR REFLECTED CEILING PLAN	4.10.12
	E-208	ELECTRICAL 8TH FLOOR REFLECTED CEILING PLAN	4.10.12
	E-209	ELECTRICAL MECHANICAL FLOOR REFLECTED CEILING PLAN	4.10.12
	E-210	ELECTRICAL ROOF REFLECTED CEILING PLAN	4.10.12
	E-300	ELECTRICAL RISER DIAGRAM	4.10.12
	E-301	ELECTRICAL CONDUIT SHAFT DIAGRAM	4.10.12
	E-302	ELECTRICAL GROUNDING RISER DIAGRAM	4.10.12
	E-303	ELECTRICAL STAIR EXIT RISER DIAGRAM	4.10.12
	E-400	ELECTRICAL DETAIL SHEET 1	4.10.12
	E-401	ELECTRICAL DETAIL SHEET 2	4.10.12
	E-402	ELECTRICAL DETAIL SHEET 3	4.10.12
	E-403	ELECTRICAL LIFTING DETAIL SHEET 1	4.10.12
	E-404	ELECTRICAL LIGHTING SCHEDULE	4.10.12
	E-500	ELECTRICAL SCHEDULE SHEET 1	4.10.12
	E-501	ELECTRICAL SCHEDULE SHEET 2	4.10.12
	E-502	ELECTRICAL SCHEDULE SHEET 3	4.10.12
	E-503	ELECTRICAL SCHEDULE SHEET 4	4.10.12
	E-504	ELECTRICAL SCHEDULE SHEET 5	4.10.12
	E-505	ELECTRICAL SCHEDULE SHEET 6	4.10.12
	E-506	ELECTRICAL SCHEDULE SHEET 7	4.10.12
	E-507	ELECTRICAL SCHEDULE SHEET 8	4.10.12
	E-508	ELECTRICAL SCHEDULE SHEET 9	4.10.12
	E-509	ELECTRICAL SCHEDULE SHEET 10	4.10.12
	E-510	ELECTRICAL SCHEDULE SHEET 11	4.10.12
	E-511	ELECTRICAL SCHEDULE SHEET 12	4.10.12
	E-700	ABBREVIATIONS DETAILS NOTES RISER SCHEDULES & SYMBOLS	4.10.12
	E-701	BSB SUB-BASEMENT & BASEMENT PART PLANS FIRE ALARM	4.10.12
FIRE ALARM			
	FA-001	FIRE ALARM SYMBOLS ABBREVIATIONS AND NOTES	4.10.12
	FA-100	FIRE ALARM BASEMENT CONSTRUCTION PLAN	4.10.12
	FA-101	FIRE ALARM 1ST FLOOR CONSTRUCTION PLAN	4.10.12
	FA-102	FIRE ALARM 2ND FLOOR CONSTRUCTION PLAN	4.10.12
	FA-103	FIRE ALARM 3RD FLOOR CONSTRUCTION PLAN	4.10.12
	FA-104	FIRE ALARM 4TH FLOOR CONSTRUCTION PLAN	4.10.12
	FA-105	FIRE ALARM 5TH FLOOR CONSTRUCTION PLAN	4.10.12
	FA-107	FIRE ALARM 7TH FLOOR CONSTRUCTION PLAN	4.10.12
	FA-108	FIRE ALARM 8TH FLOOR CONSTRUCTION PLAN	4.10.12
	FA-109	FIRE ALARM MECHANICAL FLOOR CONSTRUCTION PLAN	4.10.12
	FA-110	FIRE ALARM ROOF CONSTRUCTION PLAN	4.10.12
	FA-200	FIRE ALARM PLAN RISER	4.10.12
	FA-201	FIRE ALARM SITE NETWORK SCHEMATIC DIAGRAM	4.10.12
INFORMATION TECHNOLOGY			
	IT-001	TELECOMMUNICATIONS TITLE SHEET	4.10.12
	IT-002	TELECOMMUNICATIONS SYMBOL LIST	4.10.12
	IT-010	TELECOMMUNICATIONS SUB-BASEMENT LEVEL CAMPUS PLAN	4.10.12
	IT-011A	TELECOMMUNICATIONS BASEMENT LEVEL CAMPUS PLAN WEST SECTOR	4.10.12
	IT-011B	TELECOMMUNICATIONS BASEMENT LEVEL CAMPUS PLAN EAST SECTOR	4.10.12
	IT-012	TELECOMMUNICATIONS FIRST FLOOR CAMPUS PLAN	4.10.12
	IT-100	BASEMENT TELECOMMUNICATIONS PLAN	4.10.12
	IT-101	1ST FLOOR TELECOMMUNICATIONS PLAN	4.10.12
	IT-102	2ND FLOOR TELECOMMUNICATIONS PLAN	4.10.12
	IT-103	3RD FLOOR TELECOMMUNICATIONS PLAN	4.10.12
	IT-104	4TH FLOOR TELECOMMUNICATIONS PLAN	4.10.12
	IT-105	5TH FLOOR TELECOMMUNICATIONS PLAN	4.10.12
	IT-107	7TH FLOOR TELECOMMUNICATIONS PLAN	4.10.12
	IT-108	8TH FLOOR TELECOMMUNICATIONS PLAN	4.10.12
	IT-109	MECHANICAL LEVEL TELECOMMUNICATIONS PLAN	4.10.12
	IT-110	ROOF TELECOMMUNICATIONS PLAN	4.10.12
	IT-301	TELECOMMUNICATIONS CABLING RISER DIAGRAM	4.10.12
	IT-302	TELECOMMUNICATIONS BDF ROOM CONNECTIVITY DIAGRAM	4.10.12
	IT-401	TELECOMMUNICATIONS BDF ROOM PART PLANS SHEET No. 1	4.10.12

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING
BROOKLYN, NY

By: Ennead Architects LLP

Document ListEXHIBIT "B"

Discipline	Drawing Title	Current Date
	IT-402 TELECOMMUNICATIONS IDF ROOM PART PLANS SHEET No. 2	4.10.12
	IT-403 TELECOMMUNICATIONS IDF ROOM PART PLANS SHEET No. 3	4.10.12
	IT-404 TELECOMMUNICATIONS IDF ROOM PART PLANS SHEET No. 4	4.10.12
	IT-450 TELECOMMUNICATIONS BDF ROOM J>ART PLANS	4.10.12
	IT-451 TELECOMMUNICATIONS BDF ROOM ECINATIONS	4.10.12
	IT-901 TELECOMMUNICATIONS DETAIL SHEET No. 1	4.10.12
	IT-902 TELECOMMUNICATIONS DETAIL SHEET No. 2	4.10.12
	IT-903 TELECOMMUNICATIONS DETAIL SHEET No. 1	4.10.12
	IT-904 TELECOMMUNICATIONS DETAIL SHEET No. 1	4.10.12
	IT-905 TELECOMMUNICATIONS DETAIL SHEET No. 5	4.10.12
SECURITY		
	Y-001 SECURITY TITUS SHEET	4.10.12
	Y-002 SECURITY SYMBOL LIST	4.10.12
	Y-100 BASEMENT SECURITY PLAN	4.10.12
	Y-101 1st FLOOR SECURITY PLAN	4.10.12
	Y-102 2nd FLOOR SECURITY PLAN	4.10.12
	Y-103 3rd FLOOR SECURITY PLAN	4.10.12
	Y-104 4th FLOOR SECURITY PLAN	4.10.12
	Y-105 5th FLOOR SECURITY PLAN	4.10.12
	Y-107 7th FLOOR SECURITY PLAN	4.10.12
	Y-108 8th FLOOR SECURITY PLAN	4.10.12
	Y-109 MECHANICAL LEVEL SECURITY PLAN	4.10.12
	Y-110 ROOF SECURITY PLAN	4.10.12
	Y-301 SECURITY CANNON RISER DIAGRAM	4.10.12
	Y-302 SECURITY RISER DIAGRAM	4.10.12
	Y-401 SECURITY IDF ROOM PART PLANS SHEET No. 1	4.10.12
	Y-402 SECURITY IDF ROOM PART PLANS SHEET No. 2	4.10.12
	Y-403 SECURITY IDF ROOM PART PLANS SHEET No. 3	4.10.12
	Y-404 SECURITY IDF ROOM PART PLANS SHEET No. 4	4.10.12
	Y-450 SECURITY IDF ROOM PART PLANS	4.10.12
	Y-451 SECURITY BDF ROOM ECINATIONS	4.10.12
	Y-901 SECURITY DETAIL SHEET No. 1	4.10.12
	Y-902 SECURITY DETAIL SHEET No. 2	4.10.12
	Y-903 SECURITY DETAIL SHEET No. 3	4.10.12
AUDIO-VISUAL		
	AV-000 AV DRAWING LIST NOTE & SCOPE OF RESPONSIBILITY	4.10.12
	AV-001 AV DESIGN KEY NOTES & ELECTRICAL SYMBOLS	4.10.12
	AV-101.1 AV DESIGN FACILITY FLOOR PLAN FIRST FLOOR	4.10.12
	AV-101.2 AV DESIGN FACILITY REFLECTED CEILING PLAN FIRST FLOOR	4.10.12
	AV-102.1 AV DESIGN FACILITY FLOOR PLAN SECOND FLOOR	4.10.12
	AV-102.2 AV DESIGN FACILITY REFLECTED CEILING PLAN SECOND FLOOR	4.10.12
	AV-103.1 AV DESIGN FACILITY FLOOR PLAN THIRD FLOOR	4.10.12
	AV-103.2 AV DESIGN FACILITY REFLECTED CEILING PLAN THIRD FLOOR	4.10.12
	AV-104.1 AV DESIGN FACILITY FLOOR PLAN FOURTH FLOOR	4.10.12
	AV-104.2 AV DESIGN FACILITY REFLECTED CEILING PLAN FOURTH FLOOR	4.10.12
	AV-105.1 AV DESIGN FACILITY FLOOR PLAN FIFTH FLOOR	4.10.12
	AV-105.2 AV DESIGN FACILITY REFLECTED CEILING PLAN FIFTH FLOOR	4.10.12
	AV-107.1 AV DESIGN FACILITY FLOOR PLAN SEVENTH FLOOR	4.10.12
	AV-107.2 AV DESIGN FACILITY REFLECTED CEILING PLAN SEVENTH FLOOR	4.10.12
	AV-108.1 AV DESIGN FACILITY FLOOR PLAN EIGHTH FLOOR	4.10.12
	AV-108.2 AV DESIGN FACILITY REFLECTED CEILING PLAN EIGHTH FLOOR	4.10.12
	AV-201.1 AV DESIGN ELECTRICAL FLOOR PLAN FIRST FLOOR	4.10.12
	AV-201.2 AV DESIGN ELECTRICAL REFLECTED CEILING PLAN FIRST FLOOR	4.10.12
	AV-202.1 AV DESIGN ELECTRICAL FLOOR PLAN SECOND FLOOR	4.10.12
	AV-202.2 AV DESIGN ELECTRICAL REFLECTED CEILING PLAN SECOND FLOOR	4.10.12
	AV-203.1 AV DESIGN ELECTRICAL FLOOR PLAN THIRD FLOOR	4.10.12
	AV-203.2 AV DESIGN ELECTRICAL REFLECTED CEILING PLAN THIRD FLOOR	4.10.12
	AV-204.1 AV DESIGN ELECTRICAL FLOOR PLAN FOURTH FLOOR	4.10.12
	AV-204.2 AV DESIGN ELECTRICAL REFLECTED CEILING PLAN FOURTH FLOOR	4.10.12
	AV-205.1 AV DESIGN ELECTRICAL FLOOR PLAN FIFTH FLOOR	4.10.12
	AV-205.2 AV DESIGN ELECTRICAL REFLECTED CEILING PLAN FIFTH FLOOR	4.10.12
	AV-207.1 AV DESIGN ELECTRICAL FLOOR PLAN SEVENTH FLOOR	4.10.12
	AV-207.2 AV DESIGN ELECTRICAL REFLECTED CEILING PLAN SEVENTH FLOOR	4.10.12
	AV-208.1 AV DESIGN ELECTRICAL FLOOR PLAN EIGHTH FLOOR	4.10.12
	AV-208.2 AV DESIGN ELECTRICAL REFLECTED CEILING PLAN EIGHTH FLOOR	4.10.12
	AV-250 AV DESIGN RISER DIAGRAM	4.10.12
	AV-251 AV DESIGN RISER DIAGRAM	4.10.12
	AV-252 AV DESIGN RISER DIAGRAM	4.10.12
	AV-253 AV DESIGN RISER DIAGRAM	4.10.12

TUTOR PERINI CORPORATION

SUNY NEW ACADEMIC BUILDING
BROOKLYN, NY
By: Ennead Architects LLP

Document List
EXHIBIT "B"

Discipline	Document No.	Drawing Title	Current Date
	AV-401	AV DESIGN DETAILS	4.10.12
	AV-102	AV DESIGN DETNLS	4.10.12
	AV-403	AV DESIGN DETNLS	4.10.12
	AV-501	AV DESIGN ENLARGED PLANS AV RACK ROOMS	4.10.12
	AV-502	AV DESIGN ENLARGED PLANS THIRD FLOOR SIMULATION PART 1	4.10.12
	AV-503	AV DESIGN ENLARGED PLANS THIRD FLOOR SIMULATION PART 2	4.10.12
	AV-504	AV DESIGN ENLARGED PLANS THIRD FLOOR SIMULATION PART 3	4.10.12
SPECIFICATIONS			
	VOL. 01	PROJECT MANUAL VOLUME 01 AS PREPARED BY ENNEAD ARCHITECTS LLP	4.10.12
	VOL. 02	PROJECT MANUAL VOLUME 02 AS PREPARED BY ENNEAD ARCHITECTS LLP	4.10.12
	VOL. 03	PROJECT MANUAL VOLUME 03 AS PREPARED BY ENNEAD ARCHITECTS LLP	4.10.12
	VOL. 04	PROJECT MANUAL VOLUME 04 AS PREPARED BY ENNEAD ARCHITECTS LLP	4.10.12
ADDENDAS			
	NO. 1	ADDENDUM NO. 1 AS PREPARED BY ENNEAD ARCHITECTS LLP	5.09.12
	NO. 2	ADDENDUM NO. 2 AS PREPARED BY ENNEAD ARCHITECTS LLP	5.15.12
	NO. 3	ADDENDUM NO. 3 AS PREPARED BY ENNEAD ARCHITECTS LLP	5.18.12
	NO. 4	ADDENDUM NO. 4 AS PREPARED BY ENNEAD ARCHITECTS LLP	5.22.12
	NO. 5	ADDENDUM NO. 5 AS PREPARED BY ENNEAD ARCHITECTS LLP	5.24.12
	NO. 6	ADDENDUM NO. 6 AS PREPARED BY ENNEAD ARCHITECTS LLP	5.31.12
DOCUMENTS			
		Tutor Perini Affirmative Action/EEO Plan	
		Tutor Perini Affirmative Action Plan for Disabled Veterans of the Vietnam Era	
		Tutor Perini Affirmative Action Plan for Disabled Workers	
		Tutor Perini Policy on Sexual Harassment	
		Tutor Perini Equal Opportunity Policy	

New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12

EXHIBIT "C"
PROJECT SPECIFIC REQUIREMENTS

Subcontractor shall comply with the requirements of the Contract Documents, including but not limited to those specifically set forth herein. This Exhibit "C" is intended to identify and supplement certain Project-specific requirements of the Contract Documents applicable to the Project, and modify the same as applicable to the Subcontractor. Nothing in this Exhibit "C" shall be construed to limit any obligations of the Subcontractor to comply with the requirements of the Contract Documents and the Subcontractor and its Sub-Subcontractors remain fully responsible for complying with all of the requirements of the Contract Documents. Any use of the terms "Contract," "Agreement" or "Principal Agreement" in the Contract Documents shall have the same meaning as the term "Agreement" and shall mean the Agreement between Tutor Perini Corporation and the State University Construction Fund for the construction of a New Academic Building School of Public Health, State University of New York Health Science Center at Brooklyn. References to this Exhibit "C" in specific sections of the Contract Documents are not intended to be exclusive. The term "Work" or references to Work shall be defined by Section 1.01 of the Principal Agreement; provided, however that as used herein, "Work" or references to Work shall include the work for which Subcontractor is responsible pursuant to the Contract Documents. As used herein, the term "work" or references to work shall include the work for which the Subcontractor is responsible pursuant to the Contract Documents. The term "Contract Documents" or references to the Contract Documents in this Exhibit "C" shall be defined by Section 1.01 of the Principal Agreement. As used herein, the terms "Owner" and "Fund" are used interchangeably. Throughout the Contract Documents, where applicable, with the exception of the Subcontract and all exhibits and schedules attached thereto, where the term "Contractor" appears, Subcontractor shall read such provision as if it says "Subcontractor" and where the term "Fund" appears, Subcontractor shall read such provision as if it says "Contractor" with regard to determining Subcontractor's rights, obligations and responsibilities under such provisions, but subject to the terms of this Subcontract. To the extent the Subcontract provisions or provisions in the Agreement conflict with any of the below provisions, then Exhibit "C" shall prevail, unless the Contract Documents provide for a more stringent requirement or obligation.

1. When this Exhibit "C" is attached to a Purchase Order or Professional Services Agreement (hereinafter "PSA") issued by the Contractor, the term "Subcontractor" where it appears in the Contract Documents, shall be used interchangeably with "SELLER" in the purchase order and "Service Provider" in the PSA. When a Purchase Order is issued, Subcontract shall mean "Purchase Order" in the Contract Documents between SELLER and Contractor and "Professional Services Agreement" between Service Provider and Contractor.

2. The Subcontract shall be performed in accordance with the "Contract Documents," and the term "Contract Documents," as used between the Contractor and the Subcontractor, shall be defined as:

- i. The Subcontract, including but not limited to the following exhibits and schedules and all other terms and conditions, attached thereto:
 - a. Exhibit "A" "Scope of Work"
 - b. Exhibit "B" "List of Drawings and Specifications"
 - c. Exhibit "C" "Project Specific Requirements"
 - d. Exhibit "D-1" "Certification of Application for Progress Payment", "D-2" "Prime Contractor's Certification", "D-3" "Release", "D-4" "Certification of Monthly Payment", "D-5" "Summary of Wage Rate Certification", "D-6" "Subcontractor's Certification", "D-7" "Sub-subcontractor's Certification". "D-8" "Subcontractor Acknowledgment of Progress Payment and Release of Liens", "D-9" "Tiered Subcontractor Acknowledgment of Progress Payment and Release of Liens and Claims", "D-10" "Application for Final Payment", "D-11" "Tiered Subcontractor/ Supplier Application For Final Payment", "D-12" "Certification of Application for Final Payment", "D-13" "Contractor's Monthly Application for Payment" (Payment Breakdown), "D-14" "Listing of Change Orders", "D-15" "Detail

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

of Prime Contractor Payments to MBE/WBE", "D-16" "Monthly Employment Utilization Report", "D-17" "Labor Rate Worksheet"

- e. Schedule A "Terms of Payment"
- f. Schedule B "Insurance Coverage"
- ii. Agreement between the Owner, State University Construction Fund, and Contractor, Tutor Perini Corporation, dated August 24, 2012, the General Requirements, and the Supplementary Special Conditions attached thereto ("Principal Agreement").
- iii. The State University Construction Fund Contract Documents for the construction of a New Academic Building School of Public Health at SUNY Health Science Center, Brooklyn, New York, and all appendices and exhibits attached thereto.
- v. Contractor Environmental Health & Safety Plan.
- vi. Addenda.

2.1 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all materials, plant, equipment, tools, skill and labor of every kind necessary for the proper execution of the work and also those things which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

2.2 The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The Subcontractor acknowledges that the contract consideration includes sufficient money allowance to make its work complete and operational and in compliance with good practice and it agrees that inadvertent minor discrepancies or omissions or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another shall not be the cause for additional charges or claims. In case of a conflict between any part or parts of the Contract Documents with any other part or parts thereof, as contrasted to an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order hereinafter set forth, to determine what work the Subcontractor is required to perform: (a) Addenda (later dates to take preference over earlier dates); (b) Amendments to Agreement; (c) Agreement; (d) Specifications; (e) Schedules; (f) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (g) Large scale plan and section Drawings (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan, as the case may be); (h) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (i) Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan, as the case may be). In the event of such a conflict between or among parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the work, the better quality or greater quantity of material shall govern unless the Contractor otherwise directs.

2.3 By executing the Subcontract, the Subcontractor agrees that it has carefully examined the Contract Documents together with the site of the proposed work as well as its surrounding territory; that it is fully informed regarding all the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the Contract; and that its information has been acquired by personal investigation and research and not in the estimates and records of the Contractor.

2.4 Subcontractor has read and acknowledges its responsibilities and obligations required by Section 2.18 of the Principal Agreement – Subcontractors.

2.5 The Consultant, as the Owner's representative, shall provide general administration of the Contract and inspection of the work. The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it will not be responsible for the Subcontractor's failure to carry out the work in

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

accordance with the Contract Documents. The Consultant's duties, services and work shall in no way supersede or dilute the Subcontractor's obligation to perform the work in conformance with all Contract requirements, but it is empowered by the Fund to act on its behalf with respect to the proper execution of the work and to give instructions when necessary to require such corrective measures as may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the Fund's interest.

2.6 The Consultant shall have the authority to stop the work or to require the prompt execution thereof whenever such action may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the interests of the Fund.

2.7 Except as otherwise provided in the Contract Documents, the Consultant shall determine the amount, quality, acceptability, fitness and progress of the work covered by the Contract and shall decide all questions of fact which may arise in relation to the interpretation of the plans and Specifications, the performance of the work and the fulfillment by the Subcontractor of the provisions of the Contract. The Consultant shall in the first instance be the interpreter of the provisions of the Contract and the judge of its performance and it shall use its power under the Contract to enforce its faithful performance.

3. The "Indemnified Parties", as that term is used in the Contract Documents defined in Paragraph 2 above, including but not limited to Subcontract Section 4, (or the comparable indemnity provision in any Purchase Order or Professional Service Agreement) shall be defined as the Contractor, Tutor Perini Corporation, the State of New York, the Dormitory Authority of the State of New York, the City of New York, the State University of New York, their trustees, officers, agents or employees, Keating Building Company, Owner, State University Construction Fund, any other persons or entities whom the Contractor is required to indemnify pursuant to the Contract Documents between the Owner and Contractor and any of the respective agents, employees representatives, officers, directors, shareholders, members, managers, parent, subsidiary and affiliated companies of any of aforementioned parties. Subcontractor's obligation to defend, indemnify and hold harmless the Indemnified Parties under the provisions of the Contract Documents, including but not limited to Subcontract, shall apply to all of the aforementioned parties.

3.1 Subcontractor shall also defend, indemnify and hold harmless the Indemnified Parties from all fines, penalties, actual damages, and expenses (including, without limitation, reasonable attorneys' fees), assessed or incurred by the Indemnified Parties and arising out of, or in connection with, (i) a violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Subcontractor's work by the Subcontractor, its sub-subcontractors at any tier, or any person or entity for whom either is responsible provided that such violation or failure is determined to exist by such public authority, (ii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Subcontractor, its sub-subcontractors or any person or entity for whom either is responsible.

3.2 Subcontractor agrees that its obligation to defend, indemnify and hold harmless the Indemnified Parties, as defined herein, pursuant to the provisions of Contract Documents, including but not limited to Section 4 of the Subcontract, (or the comparable indemnity provision in any Purchase Order or Professional Service Agreement) commences when a claim is made even if the Subcontractor disputes its obligation to defend, indemnify and hold harmless an Indemnified Party(ies). Should the Subcontractor fail to promptly assume its duty to defend such a claim, the Indemnified Party (ies), at its sole option, may provide for that defense through counsel of its own choosing, at Subcontractor's sole expense. Subcontractor agrees to pay all defense costs so incurred by any Indemnified Party upon demand.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

3.3 Subcontractor agrees and acknowledges that its obligations to defend, indemnify and hold harmless under the Contract Documents, including but not limited to the Subcontract, shall survive termination of the Subcontract.

3.4 In accordance with Section 5.05 of the Principal Agreement, the Subcontractor solely assumes the following distinct several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, of the Fund, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the Contract Documents, whether such risks are within or beyond the control of the Subcontractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the Contractor, the Dormitory Authority of the State of New York, the State of New York or the State University of New York, excepting only risks which arise from defects in maps, plans, designs or Specifications prepared, acquired or used by the Consultant or the Contractor, from the negligence of the Contractor, its agents or employees or from affirmative acts of the Contractor, the Dormitory Authority of the State of New York, the State of New York or the State University of New York or their trustees, officers, agents or employees committed with intent to cause the loss, damage and injuries herein below set forth:

a. The risk of loss or damage, direct or indirect to the work covered by the Contract Documents or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Contractor or by the Subcontractor or any sub-subcontractor, material man or worker performing services or furnishing materials for the work covered hereunder. The Subcontractor shall bear such risk of loss or damage until the work covered by the Contract Documents has been finally accepted by the Contractor or until completion of removal of such plant, equipment, tools, materials or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Subcontractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the Contractor.

b. The risk of claims, just or unjust, by third persons against the Subcontractor, the Contractor, the Dormitory Authority of the State of New York, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Subcontractor of the work covered by the Contract (whether actually caused by or resulting from the performance of the Contract) or out of or in connection with the Subcontractor's operations or presence at or in the vicinity of the construction site. The Subcontractor shall bear such risk for all such deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the final acceptance by the Contractor of all work covered by the Contract. The Subcontractor shall also bear the risk of claims for wrongful death occurring subsequent to said final acceptance provided such death is caused, contributed to or is a consequence of bodily injuries sustained or alleged to have been sustained prior to said final acceptance.

3.5 Neither the Contractor's final acceptance of the work to be performed hereunder nor the making of any payment shall release the Subcontractor from its obligations under Section 5.05 (3). The enumeration elsewhere in the Contract Documents of particular risks assumed by the Subcontractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

4. Subcontractor acknowledges Section 4.24 of the Principal Agreement and agrees that the choice of law applicable to this Project and this Subcontract and any work, provision, obligation or claim (or Claim) thereunder shall be the laws of the State of New York. For a claim not resolved by mediation or arbitration pursuant to Section 20.3 of the Subcontract, only the Supreme Court for the State of New York, County of Albany shall have jurisdiction over such a claim.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

S. In accordance with Section 2.03 of the Principal Agreement, if the Subcontractor claims (i) that any work it has been ordered to do is extra work or (ii) that it has performed or is going to perform extra work or (iii) that any action or omission of the Contractor or the Consultant is contrary to the terms and provisions of the Contract, it shall:

a. Promptly comply with such order;

b. Notwithstanding any provisions of the Contract documents to the contrary, file with the Contractor and the Consultant, within three (3) working days after being ordered to perform the work claimed by it to be extra work or within three (3) working days after commencing performance of the extra work, whichever date shall be the earlier, or within three (3) working days after the said action or omission on the part of the Contractor or the Consultant occurred, a written notice of the basis of its claim and request a determination thereof;

c. Notwithstanding any provisions of the Contract documents to the contrary, file with the Contractor and the Consultant, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the Contractor or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim;

d. Produce for the Contractor's examination, upon notice from the Contractor, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and cancelled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its sub-subcontractors' employment for examination under oath by any person designated by the Contractor to investigate any claims made against the Contractor under the Contract, such examination to be made at the offices of the Subcontractor; and

e. Proceed diligently, pending and subsequent to the determination of the Contractor with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the Contractor and the Consultant.

S.1 The Subcontractor's failure to comply with any or all parts of subdivision Sb of this Article shall be deemed to be: (i) a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract; and (ii) a waiver by the Subcontractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of subdivision Sb of this Article are for the purpose of enabling the Contractor and the Fund to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the Contractor is aware of the circumstances of any order or other circumstances which might constitute a basis for a claim and whether or not the Contractor has indicated it will consider a claim in connection therewith.

S.2 No person has power to waive or modify any of the foregoing provisions and, in any action against the Contractor to recover any sum in excess of the sum certified by the Contractor to be due under or by reason of the Contract, the Subcontractor must allege in its complaint and prove at the trial compliance with the provisions of this Section.

S.3 In accordance with Section 2.0S of the Principal Agreement, the Contractor reserves the right at any time during the progress of the work to delete, modify or change the work covered by the Contract, by a Change Order thereto providing for either a reduction or omission of any portion of the

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

work, without constituting grounds for any claim by the Subcontractor for allowances for damages or for loss of anticipated profits and in such event a deduction shall be made from the Contract consideration, the amount of which is to be determined in accordance with the provisions of Article 7 below and Section 4.02 of the Agreement.

5.4 Nothing in the Contract Documents shall excuse the Subcontractor from proceeding with the extra work as directed and, except as otherwise specifically provided for in a Change Order, the terms and conditions of the Contract Documents shall be fully applicable to all extra work.

5.5 The Subcontractor shall have no claim for extra work if the performance of such work, in the judgment of the Consultant, is made necessary or desirable because of any act or omission of the Subcontractor which is not in accordance with the Contract.

5.6 Notwithstanding any provisions of the Contract Documents to the contrary, an officer of the Contractor, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which he or she believes is incorrect; in the event an officer exercises such right, his or her determination or decision shall be final, conclusive and binding upon the Subcontractor and the Contractor unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

5.7 Nothing in this Section shall in any way affect the Contractor's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the Contractor or the Subcontractor.

5.8 The Contractor reserves the right at any time during the progress of the work to delete, modify or change the work covered by the Contract, by a Change Order thereto providing for either a reduction or omission of any portion of the work, without constituting grounds for any claim by the Subcontractor for allowances for damages or for loss of anticipated profits and in such event a deduction shall be made from the Contract consideration, the amount of which is to be determined in accordance with the provisions of Section 4.02 of the Agreement.

5.9 In accordance with Section 2.12 (1) of the Principal Agreement, the Subcontractor acknowledges that it has assumed the risk and that the Contract consideration includes such provision as it deems proper for all physical conditions and subsurface conditions as it could reasonably anticipate encountering from the provisions of the Contract Documents, borings, rock cores, topographical maps and such other information as the Contractor or the Consultant made available to it prior to the Contractor's receipt of bids or from its own inspection and examination of the site prior to the Contractor's receipt of bids.

5.10 In the event that the Subcontractor encounters subsurface physical conditions or other latent physical conditions at the site differing substantially from those shown on or described or indicated in the Contract Documents and which could not have been reasonably anticipated from the aforesaid information made available by the Contractor or the Consultant or from the Subcontractor's aforesaid inspection and examination of the site, it shall give immediate notice to the Contractor and to the Consultant of such conditions before they are disturbed. The Consultant will thereupon promptly investigate the conditions and, if it finds that they do substantially differ from that which should have been reasonably anticipated by the Subcontractor, it shall make such changes in the Drawings and Specifications as may be necessary and a Change Order shall be issued, the amount of which shall be determined in accordance with the provisions of Article 7 below and Section 4.02 of the Agreement, to reflect any increase or decrease in the cost of, or the time required for, performance of the Contract as a result of any of the aforesaid changes made by the Consultant and/or as a result of such unanticipated subsurface conditions.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

5.11 Except as otherwise expressly provided in this Article 5 and in other Sections of the Contract Documents, the Subcontractor acknowledges that it has assumed the risk and that the Contract consideration includes such provisions as it deems proper for any unforeseeable obstacles or difficulties which it may encounter in the performance of the work.

5.12 Should it become necessary, in the judgment of the Contractor and/or Consultant, at any time during the course of the work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Subcontractor upon request of the Contractor shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment that have been stored or placed by the Subcontractor at a location on the site expressly approved, in writing, by the Contractor and the same are moved or caused to be moved by the Subcontractor at the Contractor's request, such removal shall be deemed extra work and the Subcontractor shall be compensated therefor in accordance with the provisions of Article 7 below and Section 4.02 of the Agreement.

5.13 Subcontractor acknowledges Article V of the Principal Agreement. If Subcontractor causes injury or damage to any person or property because of its acts or omission, or the acts or omissions of its employees, agents, sub-subcontractors, suppliers or materialmen, or their employees and/or agents, Subcontractor shall provide written notice of such injury or damage, whether or not insured, to the Contractor within a reasonable time not exceeding three (3) business days from the injury or damage. The notice shall provide sufficient detail to enable the Contractor to investigate the matter.

6. Within seven (7) working days after the commencement of any condition which is causing or may cause delay in completion, in accordance with Section 3.04 of the Principal Agreement, the Subcontractor must notify the Consultant and the Contractor in writing of the effect, if any, of such condition upon the time progress schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.

6.1 Subcontractor acknowledges Section 3.05 of the Principal Agreement, whereby failure to strictly comply with this requirement may, in the discretion of the Contractor, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

6.2 An extension or extensions of time for the completion of the work may be granted by the Contractor subject to the provisions of this Section, but only upon written application therefor by the Subcontractor to the Contractor and the Consultant.

6.3 An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and the number of days of delay attributable to each of such causes. It must be submitted prior to completion of the work.

6.4 If such an application is made, the Subcontractor shall be entitled to an extension of time for delay in completion of the work caused solely: (a) by the acts or omissions of the Contractor, its trustees, officers, agents or employees; or (b) by the acts or omissions of other Subcontractors, not including sub-subcontractors of the Subcontractor, on this Project; or (c) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes).

6.5 The Subcontractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the Contractor may

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

determine to be due solely to such causes, and then only if the Subcontractor shall have strictly complied with all of the requirements of this Section and the Contract Documents. The Contractor shall submit the Subcontractor's request to the Consultant who will make such determination within ninety (90) calendar days after receipt of the Subcontractor's application for an extension of time in accordance with the Principal Agreement; provided, however, said application complies with the requirements of this Section.

6.6 The Subcontractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Contractor, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Subcontractor or of its sub-subcontractors or material-men and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such an act, fault or omission.

6.7 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the Contractor.

6.8 If the Subcontractor shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission, direction or order by the Contractor or the Consultant, the Subcontractor shall be entitled only to an extension of time as hereinabove provided and shall not have or assert any claim or prosecute any suit, action, cause of action or proceeding against the Contractor based upon such delays or hindrances, unless such delays or hindrances were caused by the Contractor's bad faith or its willful, malicious, or grossly negligent conduct, or un contemplated delays, or delays so unreasonable that they constitute an intentional abandonment of the contract by the Contractor, or delays resulting from the Contractor's breach of a fundamental obligation of the contract.

7. The amount by which the Contract consideration is to be increased or decreased by any Change Order shall be determined by the Contractor.

7.1 In accordance with Section 5.05 of the Principal Agreement, irrespective of the method used or to be used by the Contractor in determining the value of a Change Order, the Subcontractor, within seven (7) working days after a request for the same, must submit to the Contractor and the Consultant a detailed breakdown of the Subcontractor's estimate of the value of the omitted and/or extra work.

7.2 Subcontractor acknowledges the provision of Section 4.03(4) unless otherwise specifically provided for in a Change Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Subcontractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Subcontractor waives all rights to any other compensation for said extra work, damage or expense.

7.3 In accordance with Section 4.06 of the Principal Agreement, without prejudice to any other rights, remedies or claims of the Contractor, in the event that the Subcontractor at any time fails or neglects to supply working forces and materials of the proper quantity and quality necessary, in the opinion of the Consultant or the Contractor, to comply with the approved time progress any respect to prosecute the work with promptness and diligence or causes by any action or omission the stoppage or delay of or interference with the work of any other Subcontractor having a contract with the Contractor, or fails in the performance of any obligations and responsibilities under this Contract, then, and in that event, the Contractor, acting itself or through the Consultant, may, upon three (3) working days' written notice to the Subcontractor, either itself provide or have any other Subcontractor provide any and all labor or materials or both necessary, in its opinion, to correct any

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

aforesaid deficiency of the Subcontractor, and the Contractor will thereafter backcharge the Subcontractor by issuing a Change Order reducing the amount of the Contract consideration for all costs and expenses it incurs in connection with the correction of such deficiency.

7.4 Notwithstanding any provisions in the Contract Documents to the contrary, if the Contractor deems it inexpedient to correct work not done in accordance with the Contract or any work damaged as a result thereof, it shall notify the Subcontractor of such fact and the latter shall not remedy or correct the same. In such event, however, the amount of the Contract consideration shall be decreased by an amount, determined by the Contractor, which is equal to the difference in value of the work as performed by the Subcontractor and the value of the work had it been satisfactorily performed in accordance with the Contract or which is equal to the cost of performing the corrective work, whichever shall be the higher amount.

8. Subcontractor acknowledges Section 4.07 of the Principal Agreement that states that the Owner may assess liquidated damages in the daily sum of \$5,000 for each day of delay in achieving Substantial Completion of the Project. Subcontractor shall be responsible for its share of said liquidated damages to the extent Subcontractor, in whole or in part, causes the Contractor's failure to achieve Substantial Completion of the entire Project on or before the Scheduled Completion Date for the Project. Subcontractor will also be liable for actual damages incurred by the Owner or Contractor if the Subcontractor fails to complete punch list items in a timely manner as provided under the Contract Documents. To the extent that liquidated damages are withheld from payments to the Contractor, Contractor shall be entitled to withhold payments from the Subcontractor.

8.1 In accordance with Section 4.22 of the Principal Agreement, inasmuch as the Subcontractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the Contractor, the Subcontractor agrees that no default, act or omission of the Contractor shall constitute a material breach of the Contract entitling it to cancel or rescind the same or to suspend or abandon performance thereof; and it hereby waives any and all rights and remedies to which it might otherwise be or become entitled to because of any wrongful act or omission of the Contractor or its representatives, saving only its right to money damages.

8.2 Subcontractor acknowledges Section 4.23 of the Principal Agreement whereby the Contractor shall not be precluded or estopped by any inspection, acceptance, application for payment or payment, final or otherwise, issued or made under the Contract or otherwise issued or made by it, the Consultant, or any trustee, officer, agent or employee of the Contractor, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment or payment is incorrect or was improperly issued or made; and the Contractor shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payment, from recovering from the Subcontractor any damages which it may sustain by reason of any failure on its part to comply strictly with the Contract and any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.

8.3 Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefor; nor any order or application for payment issued under the Contract or otherwise issued by the Contractor, the Consultant, or any trustee, officer, agent or employee of the Contractor; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the Contractor of any of the Subcontractor's duties or obligations; nor any aid lent to the Subcontractor by the Contractor in its performance of such duties or obligations; nor any delay or omission by the Contractor to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the Contractor, its trustees, officers, agents or employees; shall be deemed to be a release to the Subcontractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the Performance Bond or a waiver of any provision of

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

the Contract or of any rights or remedies to which the Contractor may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the Contractor may be entitled because of such breach. No waiver by the Contractor of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

8.4 No action or proceeding shall be maintained by the Subcontractor, or anyone claiming under or through the Subcontractor, against the Contractor, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the Contractor, or its trustees, officers, agents or employees, unless:

- a. Such action or proceeding is instituted in the Supreme Court of the State of New York in and for the County of Albany;
- b. The Subcontractor or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claims; and
- c. Such action or proceeding shall be commenced within one (1) year after the submission to the Contractor of the final application for payment or, if the claim is based upon monies required to be retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of the Contract; or
- d. If the Contract is terminated or the Subcontractor declared in default by the Contractor, such action is commenced within six (6) months after the date of such termination or declaration of default by the Contractor.

8.5 Notwithstanding anything in the laws of the State of New York to the contrary, the Subcontractor, or anyone claiming under or through the Subcontractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

9. In addition to those instances specifically referred to in other Articles hereof or elsewhere in the Contract Documents, the Contractor shall have the right to declare the Subcontractor in default of the whole or any part of the work if:

- a. The Subcontractor becomes insolvent; or if
- b. The Subcontractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
- c. A voluntary or involuntary petition in bankruptcy is filed by or against the Subcontractor; or if
- d. A receiver or receivers are appointed to take charge of the Subcontractor's property or affairs; or if
- e. The Subcontractor fails to commence work when notified to do so by the Consultant; or if
- f. The Subcontractor shall abandon the work; or if

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

g. The Subcontractor shall refuse to proceed with the work when and as directed by the Consultant; or if

h. The Subcontractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the Contractor, to complete the work in accordance with the approved time progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Consultant; or if

i. The Subcontractor shall sublet, assign, transfer convey, or otherwise dispose of the Contract other than as herein specified; or if

j. The Contractor shall be of the opinion that the Subcontractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

k. The Contractor shall be of the opinion that the Contractor shall be of the opinion that the work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Contractor's opinion, attributable to conditions within the Subcontractor's control; or if

l. The work is not completed within the time herein provided therefor or within the time to which the Subcontractor may be entitled to have such completion extended; or if

m. The Contractor shall be of the opinion that the Subcontractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if

n. The Contractor shall be of the opinion that the Subcontractor is not or has not been executing the Contract in good faith and in accordance with its terms.

9.1 Before the Contractor shall exercise its right to declare the Subcontractor in default by reason of the conditions set forth in the above items *a, e, f, g, h, j, k, l, m* and *n*, it shall give the Subcontractor three (3) working days' notice of its intention to declare the Subcontractor in default and unless, within such three (3) day period, the Subcontractor shall make arrangements, satisfactory to the Contractor, to correct and/ or eliminate the conditions set forth in the Contractor's aforesaid notice, the Subcontractor may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the Contractor may determine.

9.2 The right to declare in default for any of the grounds specified or referred to shall be exercised by the Contractor sending the Subcontractor a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the Subcontractor shall immediately discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.

9.3 The Contractor, after declaring the Subcontractor in default, may then have the work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Subcontractor's plant, materials, equipment, tools and supplies remaining on the site, and also such sub-subcontractors as it may deem advisable, or it may call upon the Subcontractor's surety at its own expense to do so.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

9.4 In the event that the Contractor declared the Subcontractor in default of the work or any part of the work, the Subcontractor, in addition to any other liability to the Contractor hereunder or otherwise provided for or allowed by law, shall be liable to the Contractor for any costs it incurs for additional architectural and engineering services necessary, in its opinion, because of the default and the total amount of liquidated damages from the date when the work should have been completed by the Subcontractor in accordance with the terms hereof to the date of actual completion of the work, both of which items shall be considered as expenses incurred by the Contractor in completing the work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Subcontractor or its surety if the work had been completed without a default.

9.5 If the Contractor completes the work, the Consultant shall issue a certificate stating the expenses incurred in such completion, including the cost of reletting. Such certificate shall be final, binding and conclusive upon the Subcontractor, its surety, and any person claiming under or through the Subcontractor, as to the amount thereof.

9.6 The expense of such completion, as so certified by the Consultant, shall be charged against and deducted out of such monies as would have been payable to the Subcontractor if it had completed the work; the balance of such monies, if any, subject to the other provisions of the Contract, to be paid to the Subcontractor without interest after such completion. Should the expense of such completion, so certified by the Consultant, exceed the total sum which would have been payable under the Contract if the same had been completed by the Subcontractor, any such excess shall be paid by the Subcontractor to the Contractor upon demand.

9.7 In the event the Contractor shall determine to complete the work without calling upon the Subcontractor's surety to do so, the Subcontractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said work shall be wholly completed and accepted by the Contractor.

9.8 In case the Contractor shall declare the Subcontractor in default as to a part of the work only, the Subcontractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other Subcontractors or persons whom the Contractor may engage to complete the work as to which the Subcontractor was declared in default.

9.9 The provisions relating to declaring the Subcontractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the Contractor shall be entitled to utilize for completion of the part of the work as to which the Subcontractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Subcontractor on such part.

9.10 In completing the whole or any part of the work, the Consultant and the Contractor shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Subcontractor hereunder but for its default.

9.11 The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise applicable by law.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

10. Subcontractor acknowledges Section 2.27 of the Principal Agreement, and that performance of work under the Principal Agreement may be terminated by the Fund, in whole or in part, whenever the Fund shall determine that such termination is in the best interest of the Fund. In the event that the Fund terminates the Principal Agreement, termination of this Subcontract shall be effected by a notice in writing to the Subcontractor specifying the date upon which such termination shall become effective and the extent to which performance of the Subcontract shall be terminated. Such termination shall be effective on the date and to the extent specified in said notice.

10.1 Upon receipt of a notice of termination, and-except as otherwise directed in writing by the Contractor, the Subcontractor shall:

- a. Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof,
- b. Cancel all existing orders and subcontracts to the extent such orders and subcontracts relate to the performance of work terminated by the notice of termination;
- c. Take such action as may be necessary to secure to the Contractor the benefits of any rights of the Subcontractor under orders or subcontracts which relate to the performance of work terminated by the notice of termination, including, but not limited to, the assignment to the Contractor, in the manner and to the extent directed by the Contractor, all the right, title and interest of the Subcontractor under the orders or subcontracts so terminated and cancelled. In the event of such assignment, the Contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination and cancellation of such orders and subcontracts;
- d. Transfer title and deliver to the Contractor, in accordance with the direction of the Contractor, all materials, supplies, work in process, facilities, equipment, machines or tools produced as a part of or acquired by the Subcontractor in connection with the work terminated by said notice, and all plans, Drawings, Working Drawings, sketches, Specifications and information for use in connection therewith; provided, however, that the Subcontractor may retain any of the foregoing if it so elects and foregoes reimbursement therefor;
- e. Take such action as may be necessary or as the Consultant or the Contractor may prescribe for the protection and preservation of all property in the possession or control of the Subcontractor in which the Contractor, under the provisions of the Contract, has or may acquire an interest.

10.2 Notwithstanding the foregoing, should the notice of termination relate to only a portion of the work covered by the Subcontract, the Subcontractor will proceed with the completion of such portions of the work as are not terminated.

10.3 The Contractor will pay and the Subcontractor shall accept, in full consideration for the performance and completion of the portions of the work as are not terminated, a sum calculated by determining the percentage the portions of the work not terminated bear to the total amount of the work covered by the Subcontract, and by multiplying the Subcontract consideration by such percentage - the product thereof being the amount to be paid to the Subcontractor. The Contractor shall determine the amount of such consideration in accordance with the foregoing.

10.4 Upon compliance by the Subcontractor with the foregoing provisions of this Section and subject to deductions for payments previously made, the Contractor, for the portions of the work terminated, shall compensate the Subcontractor as follows:

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

a. By reimbursing the Subcontractor for actual expenditures made with respect to such work, including expenditures made in connection with any portion thereof which may have been completed prior to termination, as well as expenditures made after termination in completing those portions of the work covered by the Subcontract which the Subcontractor may have been required by the notice of termination to complete. The Contractor shall determine the allowability and amount of such expenditures.

b. By reimbursing the Subcontractor for all actual expenditures made, with the prior written approval of the Contractor or pursuant to a court judgment, in settling or discharging any outstanding contractual obligations or commitments incurred Subcontract or entered into by the Subcontractor in good faith with respect to the Subcontract and resulting from the termination thereof.

c. By reimbursing the Subcontractor for all actual expenditures made after the effective date of the notice of termination resulting from or caused by the Subcontractor taking necessary action or action prescribed by the Consultant or the Contractor for the protection and preservation of all property in the possession or control of the Subcontractor in which the Contractor, under the provisions of the Subcontract, has or may acquire an interest.

d. By paying the Subcontractor a markup, which is to be calculated in the same manner as that provided for in Article 7 above and Section 4.02 of the Principal Agreement for extra work, on the foregoing expenditures, which markup is to cover the Subcontractor's overhead and profit; provided, however, that if it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been completed, said markup shall be reduced by one-third.

10.5 The sum of all amounts payable under this Section, plus the sum of all amounts previously paid by the Contractor under the provisions of the Subcontract, shall not exceed the amount of the Subcontract consideration. In no event shall the Subcontractor be entitled to any payment for loss of anticipated profits on uncompleted work and the Contractor shall not be liable for same.

10.6 Termination by the Contractor under the provisions of this Section shall be without prejudice to any claims or rights which the Contractor may have against the Subcontractor. The Contractor may retain from the amount due to the Subcontractor under the provisions of this Section such monies as may be necessary to satisfy any claim which the Contractor may have against the Subcontractor in connection with the Subcontract; provided, however, that the Contractor's failure to retain such monies shall not be deemed a waiver of any of its rights or claims against the Subcontractor.

10.7 Notwithstanding the foregoing, where the Contractor, Subcontractor and the Consultant can agree upon another method of determining the amount of the consideration to be paid to the Subcontractor under the provisions of this Article, such method, subject to the approval of the Fund, may, at the option of the Contractor, be substituted for the method set forth above.

11. In the course of Subcontractor's work, confidential information may be made available to Subcontractor, which information must be held in strict confidence. The rights and obligations of the parties under this section shall survive any termination of the Subcontract.

12. Subcontractor acknowledges its responsibilities under Article III of the Principal Agreement - Time of Performance - and Article 22 of the Special Conditions in the General Requirements - Project Schedule - section of the Principal Agreement and agrees to provide appropriate documentation to the Contractor, as requested, that will permit Contractor to comply with its obligations to the Fund to prepare an accurate and effective schedule for performance and timely completion of the Project.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

12.1 In accordance with Section 3.01(1) of the Principal Agreement, the Subcontractor agrees that it will begin the work herein embraced upon receipt of the Notice to Proceed, unless the Contractor consents, in writing, to begin at a different date, and that it will prosecute the same with such diligence that all work covered by the Contract shall be entirely completed and performed on or before the time specified on page A-1 of the Principal Agreement. The Subcontractor further agrees that time is of the essence in this Subcontract and that the work shall be prosecuted in such manner and with sufficient plant and forces to complete all the work by the specified completion date.

12.2 The Subcontractor shall provide to the Contractor such information as requested for the development of an acceptable schedule for the performance of the Subcontract Work.

12.3 It shall be the responsibility of Subcontractor to schedule and perform its Subcontract Work in such a manner that all of the subcontractors whose work must follow will have sufficient time to complete their work.

12.4 The information to be submitted by the Subcontractor to the Contractor for developing the Schedule shall be prepared in the detail and number of activities required by the Contractor. This shall include, but not be limited to, the preparation and processing of shop drawings, product data and samples, fabrication time, a purchasing schedule for the acquisition and delivery of materials, equipment, systems, a narrative listing activities stating who is responsible for the activity and by what date and erection time.

12.5 The Schedule, as approved, must be matched by actual construction of Subcontract Work. If in the opinion of the Contractor and/or the Consultant the Subcontract Work is behind, the Subcontractor shall take all appropriate action necessary to bring its Subcontract Work back on schedule. Subcontractor shall provide to the Contractor immediate notice when the Subcontractor believes that it will not meet deadlines, key dates identified in the Schedule, including, if applicable, the Scheduled Completion Date, or Milestones set forth in the Principal Agreement. The Subcontractor will then have five (5) days to submit a recovery plan to the Contractor to mitigate any missed dates. To the extent any failure to achieve a date in the Schedule is the result of the fault or negligence of Subcontractor or for which the Subcontractor is otherwise responsible under the Contract Documents, the costs associated with implementing the recovery plan shall be borne by the Subcontractor. To the extent Subcontractor's delay is the result of delays by others, any adjustment to the Subcontract Price for implementing the recovery plan shall be governed by the applicable provisions of Contract Documents.

12.6 Subcontractor shall be available to meet with the Contractor at the Site on an as-needed basis to further update the Schedule.

12.7 Contractor shall have the right to re-sequence or re-schedule activities at any time with proper notification if deemed necessary for progress of the Work without additional compensation to Subcontractor. Subcontractor shall not proceed with the Subcontract Work in advance of the time designated in the Schedule unless authorized to do so by Contractor in writing.

12.8 Subcontractor shall notify the Contractor in writing within 72 hours after Subcontractor becomes aware of any fact or circumstance, which could reasonably be expected to cause the progress of the work to fail to keep up with the Schedule, as adjusted in accordance with the provisions of the Contract Documents. If the progress of the work is delayed or a delay is anticipated, Subcontractor shall be obligated to prepare a recovery plan for the Contractor, regardless the cause of such delay, to make up any lost time or to prevent any anticipated delay. Costs actually incurred by Subcontractor for such performing the recovery plan shall be reimbursable in strict accordance with the provisions of the Contract Documents.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

13. The Subcontractor, at the convenience of the Contractor, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the Contractor's final acceptance of all work covered under the Contract or at such other date or dates as the Contractor may specify prior to that time, and the Subcontractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Subcontractor under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the Contractor under the Contract.

13.1 Unless such removal, replacement and/or repair shall be performed by the Subcontractor within ten (10) working days after it receives written notice from the Contractor specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Subcontractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the Contractor may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Subcontractor agrees, upon demand, to pay to the Contractor all amounts which it expends for such work.

14. The Owner shall be an intended third party beneficiary of the Subcontract. Owner's acceptance of Subcontract shall not create any type of contract or right of the Subcontractor against the Owner and there shall be no privity of contract between the Subcontractor and the Owner. Subcontractor shall perform its work in manner that preserves and protects the interests of the Owner and Contractor.

15. Subcontractor acknowledges and agrees that Contractor may arrange with Keating Building Company to pay Subcontractors directly, on behalf of Contractor, for any amounts due and owing under the Subcontract. If Subcontractor receives payment directly from Keating Building Company, such payment shall be credited against amounts otherwise due and owing from Contractor to Subcontractor, under the Subcontract, as it may be amended. Any direct payment made by Keating Building Company is done in its capacity as an agent of the Contractor and shall in no way create any Subcontractor rights, in contract or otherwise, against Keating Building Company. In executing this Subcontract, Subcontractor waives any right it may have to proceed against Keating Building Company for any payment claims.

16. In the event that any expenses are incurred by Owner and/or Contractor or claims made against Owner and/or Contractor in connection with an audit, proposed or actual violation, or a legal or administrative proceeding arising from any conditions, practices, acts or omissions of Subcontractor, then Subcontractor shall hold Owner and/or Contractor harmless from and indemnify Owner and Contractor against all costs and expense, including Owner's and Contractor's attorneys' fees, litigation costs and expense, damages, and penalties which Owner and Contractor may incur by reason of Subcontractor's failure to comply with the aforesaid above, such cost shall be paid from Subcontractor's own funds. Such amounts shall not constitute part of the Subcontract Price and Contractor, after giving Subcontractor written notice and 48 hours to cure the problem, shall have the right to make all required payments to correct such deficiencies and, to the extent Contractor has to pay such costs to any third party, Contractor shall have the right to deduct such amounts from the Subcontract Price. Should such amounts exceed the amount of the costs due or to become due to Subcontractor then held by Contractor, then in that event Subcontractor shall pay to Contractor such difference immediately upon written demand from Contractor.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

17. To the extent Subcontractor encounters a material or substance that may be hazardous; Subcontractor shall immediately notify Contractor and comply with the Contract Documents. If Subcontractor believes such substance or material is an unknown or unforeseen site condition, it shall provide immediate notice (not more than two business days from the date of discovery) to the Contractor. Subcontractor's failure to provide timely notice to the Contractor of such conditions shall operate as a waiver of any claim Subcontractor may have to additional time or money due to the impact of such material or substance on Subcontractor's work.

18. Subcontractor shall notify Contractor of any injuries that occur relating to the Project immediately in writing and shall notify Contractor within 24 hours of receipt of any demand, claim or service of process for any litigation relating to the Project.

19. The Subcontractor, within five (5) working days after receiving written notice from the Contractor of rejected Work performed by Subcontractor, shall proceed to remove from the grounds and the building all said Work, whether, complete or incomplete, and to take down all portions of the Work which the Contractor has rejected, pursuant to such written notice, and shall make good all Work damaged or destroyed thereby. If Subcontractor fails to act within such five (5) working days, Contractor may proceed with the work needed and backcharge the Subcontractor.

20. If Owner assigns the Principal Agreement, Subcontractor will be bound by such assignment, as the Contractor is bound, and shall cooperate with executing any documentation needed for such assignment.

21. Subcontractor acknowledges and agrees that it shall perform its work in a manner consistent with transparency and good business ethics. Subcontractor shall comply with the code of business conduct and ethics obligations and policies of the Contractor including but not limited to Contractor's Corporate Code of Business Conduct and Ethics and any monitoring agreements during the performance of the Work and or in any dealings whatsoever with the Contractor and any of Contractor's personnel.

22. The Subcontractor shall obtain from the proper authorities all permits legally required to carry on its work, pay any and all taxes and fees legally required and shall be responsible for conducting its operations in accordance with the provisions of such permits. Except as otherwise expressly provided in the Contract Documents, all of the work covered by this Contract which is to be performed on property owned by the State University of New York is not subject to the building code of any city, county or other political subdivision of the State of New York. It is, however, subject to the provisions of the Building Code of New York State and the applicable Federal and State health and labor laws and regulations.

23. Affirmative Action Definitions

a. The term "Minority Business Enterprise" ("MBE") means any business enterprise which is at least 51 percent owned by, or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by, citizens or permanent resident aliens who are Black, Hispanic, Asian or American Indian, and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

b. The term "Women's Business Enterprise" ("WBE") means any business enterprise which is at least 51 percent owned by, or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by, citizens or permanent resident aliens who are women, and such ownership interest is real, substantial and continuing. The women ownership must have and exercise the authority to independently control the business decisions of the entity.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

c. The term "Minority" means: (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin; (b) Hispanic persons of Mexican, Puerto Rican, Cuban, Central or South American culture or origin, regardless of race; (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands; and (d) American Indian or Alaskan Native persons having origins in any of the original peoples of North America.

24. Affirmative Action Policy Statement

a. The Subcontractor recognizes the need to take affirmative action to promote the employment of minority group members and women and to ensure that Minority and Women's Business Enterprises are given the opportunity to participate in the performance of its construction program. This opportunity for participation in our free enterprise system by socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy. Accordingly, it is the policy of the Contractor to provide for participation of minorities and women on the Project.

b. The Subcontractor acknowledges its understanding of the special policy herein stated and agrees to cooperate with the Contractor in the implementation of this policy.

25. The Subcontractor shall use good faith efforts to provide for meaningful participation by Minority and Women's Business Enterprises (MWBEs) in the work. Such good faith efforts shall include, but not be limited to, the following:

a. Soliciting bids, actively and affirmatively, for subcontracts from qualified MWBEs, including circulation of solicitations to Minority and Women Subcontractors' Associations. The Subcontractor shall maintain records detailing the efforts made to provide for meaningful MWBE participation in the work, including the names and addresses of all MWBEs contacted and, if any such MWBE is not selected as a joint venturer or subsubcontractor, the reasons for such decision.

b. Advertising in newspapers or publications within reasonable proximity to the Project.

c. Making plans and specifications for prospective work available to MWBEs in sufficient time for review.

d. Utilizing the list of certified MWBEs maintained on the internet by Empire State Development for the purpose of soliciting bids for subcontracts and supplies.

e. Dividing the work to be subcontracted into smaller portions where technically feasible.

f. Utilizing the services and cooperating with those organizations providing technical assistance in connection with MWBE participation.

g. Encouraging the formation of joint ventures, partnerships or other similar arrangements among subsubcontractors where appropriate to ensure that the Subcontractor will meet its obligations hereunder.

h. Waiving bonds from MWBEs and/or providing bonds and insurance for MWBEs, where appropriate in the Subcontractor's judgment.

i. Insuring that provision is made to provide progress payments to MWBEs on a timely basis.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

- j. Inserting the foregoing provisions in every subcontract or purchase order so that such provisions will be binding upon each subsubcontractor or supplier.
26. The Subcontractor shall use good faith efforts to ensure meaningful participation by minority persons and women in the work. Such good faith efforts shall include at least the following:
- a. Ensuring and maintaining a working environment free of harassment, intimidation and coercion. The Subcontractor shall specifically ensure that all forepersons, superintendents and other supervisory personnel are aware of and carry out the Subcontractor's obligations to maintain such a working environment.
 - b. Establishing and maintaining a current list of minority and women recruitment sources and notifying such sources and minority community organizations when employment opportunities are available, and maintaining a record of the sources and organizations' responses.
 - c. Making both specific and reasonably recurrent, written and oral recruitment efforts, directed at minority and women's organizations, schools with substantial minority and women enrollment, and to minority and women's recruitment and training organizations within the Subcontractor's recruitment area.
 - d. Notifying the Contractor promptly when the union or unions with which the Subcontractor has a collective bargaining agreement have not referred to the Subcontractor a minority person or woman sent by the Subcontractor to such union for employment in the work, or when it has other information that the union referral process has impeded efforts to meet its obligations.
 - e. Disseminating the Subcontractor's equal employment opportunity policy within its organization by including it in any employee handbook or policy manual; by publishing it in company newspapers and annual reports; and by advertising such policy at reasonable intervals in union publications. The equal employment opportunity policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy at the site of any work and by review of the policy with employees.
 - f. Disseminating the Subcontractor's equal employment opportunity policy externally by informing and discussing it with all recruitment sources and community organizations; by advertising in news media, specifically including minority and women news media; and by notifying and discussing it with all subsubcontractors.
 - g. Maintaining a file of the names and addresses of each minority person and woman referred to it by any individual, recruitment source or community organization and of what action was taken with respect to each such referred individual. If the individual was not employed by the Subcontractor, the file should set forth reasons therefor.
 - h. Validating all tests and other selection requirements.
 - i. Ensuring that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect.
 - j. Ensuring that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**New Academic Building
School of Public Health
State University of New York
Health Science Center at Brooklyn
12/6/12**

k. Monitoring continuously all personnel activities to ensure that its equal employment opportunity policy is being carried out, including the evaluation of minority and women employees for promotional opportunities on an annual basis, and the encouragement of such employees to seek those opportunities.

l. Maintaining monthly compliance reports with the Contractor relating to the operation and implementation of approved affirmative action programs.

m. Inserting the foregoing provisions a through l in every subcontract or purchase order so that such provisions will be binding upon each subsubcontractor or supplier.

27. The Subcontractor agrees to comply with all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

28. Goals for Minority and Women's Business Enterprise Participation

28.1 For purposes of MBE and WBE participation, the Fund establishes goals of the following:

a. The 15% goal for Minority Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies and equipment from MBEs.

b. The 8% goal for Women's Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from WBEs.

28.2 The goal for MWBE participation in the conduct of the work is expressed as a percentage equal to the total dollar value of the work performed by MWBEs divided by the Contract consideration. Where the cost to the Subcontractor of a single item of equipment exceeds 25 percent of the total Contract consideration and where the Subcontractor has shown good faith efforts to obtain such equipment from MWBE manufacturers and suppliers, the cost of such equipment shall be deducted from the Contract consideration prior to computing the MWBE participation.

28.3 The total dollar value of the work performed by MWBEs will be determined as: (a) the dollar value of the work subcontracted to MWBEs or (b) where the Subcontractor is a joint venture including one or more MWBEs as joint venturers - the Contract value which is to accrue to the MWBE joint venturer(s) under the joint venture agreement.

28.4 Except for Contracts not exceeding \$100,000, the Subcontractor shall file with the Contractor monthly reports regarding actions taken pursuant to this Article as well as a list of and value of subcontracts and supply contracts.

28.5 The Subcontractor shall permit access to its books, records and accounts by the Contractor for purposes of investigation to ascertain compliance with the provisions of this Article. The Subcontractor shall include this provision in every subcontract so that such provision will be binding upon each subsubcontractor.



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www.sucf.sunv.edu

EXHIBIT D-1

State University Construction Fund

Certification of Application for Progress Payment

Contractor Name: _____ (hereafter referred to as the "CONTRACTOR")

Consultant Name: _____ (hereafter referred to as the "CONSULTANT")

Application Payment No.: _____ for Work Completed through _____ (date)

Payment Application Submitted on _____ in the amount of \$ _____

___ Contract No.: T00-5.9.93.. SUCF Project No. 14A9 ___

Project Name: New Academic Building School of Public Health SUCF Coordinator Name: _____

Contractor Certification:

I certify that I am an authorized representative of the CONTRACTOR for the work referenced in this payment application. I am authorized by that entity to render this application for payment. The services and property charged have been performed or *delivered* up to and including the last day of the period covered by this application. The amounts reported herein and on all required supporting documentation, including reported payments to MWBE subcontractors, are reasonable, true, accurate and complete. No part of this application has been previously paid. I further certify that the CONTRACTOR has complied with all applicable provisions of the Tax Law of New York State; that all financial obligations covered by previous payments for materials and labor associated with this contract work have been paid; and that the CONTRACTOR has complied with all contract provisions.

Authorized Signature_____
Title_____
Date_____
Printed Name_____
Notary Public_____
Date

Consultant Certification:

I certify that I am an authorized representative of the CONSULTANT firm providing general administration for the work referenced in this payment application. The services and *property* charged have been performed or delivered up to and including the last day of the period covered by this payment application. The amounts reported are reasonable, true, accurate and complete, and no part of this application has been previously paid. To the best of my knowledge and belief, the material and labor has been furnished and the work properly performed in accordance with the contract documents.

Payments of this application can be made on this contract without detriment to the interest of the State University Construction Fund.

Authorized Signature_____
Title_____
Date_____
Printed Name

Date Printed: _____



EXHIBIT D-3
STATE OF NEW YORK
STATE UNIVERSITY CONSTRUCTION FUND

RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby acknowledges that pursuant to a contract dated the _____ day of _____, wherein the undersigned agreed to furnish for the State University Construction Fund all the work necessary to complete the construction of _____

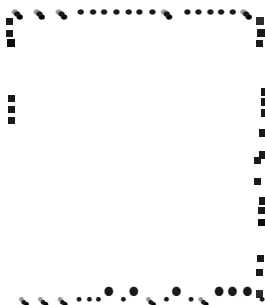
 New Academic Building School of Public Health; State University of New York Health Science Center

the Fund has paid or *will* pay the undersigned, or a person, firm or corporation claiming by or through the undersigned, the sum of _____

_____ dollars (\$ _____), said amount being the full and entire sum due from the Fund to the undersigned under said contract, except for monies being retained by the Fund pursuant to the provisions of the aforesaid contract, including, but not limited to, money, if any, due to the undersigned by reason of extra work, labor or materials furnished or performed in connection with, relating to, or arising out of the subject matter of said contract. In consideration of such payment, the undersigned hereby releases and discharges the Fund, its officers, agents and employees, of and from all claims of liability to the undersigned for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including but not limited to, all claims for extra work, labor or materials and for any *prior* act, neglect or default on the part of the Fund or any of its officers, agents, or employees in connection therewith, except for the aforesaid retained monies.

The undersigned further acknowledges that neither the aforesaid payment nor acceptance by the Fund of the work covered by the aforementioned contract shall in any way or manner operate as, or constitute a release or waiver of the undersigned's obligations, undertakings or liabilities under said contract or in any way affect or limit the same.

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____.



 Name of Contractor

By _____

Affix Seal here



EXHIBIT D-4
STATE UNIVERSITY CONSTRUCTION FUND
353 Broadway + Albany, New York 12246

CERTIFICATION OF MONTHLY PAYMENT

SUCF Project No. 14A91

Date: _____

Project Title: New Academic Building School of Public Health, State University of New York Health Science Center
at Brooklyn

This is to certify that the General Contractor TUTOR PERINI CORPORATION
has made payment of \$ _____ for work performed by this subcontractor as
covered by Requisition No. _____, for the period from _____ to _____
inclusive.

_____	_____
Name of Subcontractor	Date

Signature	

*General Contractor to complete all blanks at top of sheet and forward to subcontractor with payment.
Subcontractor to receipt and immediately return to General Contractor for inclusion with next
requisition.*



EXHIBIT D-6
OFFICE OF THE STATE COMPTROLLER
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Subcontractor's Certification

1. That I am an officer of _____
a subcontractor on Public Contract No. Toos998 and I am duly authorized to
make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the
Labor Law.
3. That on _____ we received from TUTOR PERINI CORPORATION
(the prime contractor) a copy of the initial/revised schedule of wages and supplements
Prevailing Rate Schedule Case Number 2012002oes (PRC) specified in the
public improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages
and to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK }
COUNTY OF } SS

On this _____ day of _____

before me personally came _____
to me known and known to me to be the person described in and who executed the foregoing
instrument and he/she acknowledged that he/she executed the same.

Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, It must be accompanied by a certificate
authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311,312).



EXHIBIT D-7
OFFICE OF THE STATE COMPTROLLER
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Sub-contractor's Certification

1. That I am an officer of _____ a subcontractor to _____ a subcontractor of TUTOR PERINI CORPORATION the prime contractor on Public Improvement Contract No. T005993 and I am duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____, we received from _____ (the subcontractor of the) (contractor) a copy of the (initial)(revised) schedule of wages and supplements Prevailing Rate Schedule Case Number 20120265 (PRC) specified in the public improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

Signature

Print Name

nuo

ACKNOWLEDGEMENT:

STATE OF NEW YORK }
COUNTY OF } SS

On this _____ day of _____

before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311,312).

EXHIBIT "D-8"
SUBCONTRACTOR ACKNOWLEDGMENT OF PROGRESS
PAYMENT AND RELEASE OF LIENS AND CLAIMS

_____, ("Subcontractor") hereby acknowledges, conditioned upon the receipt from Contractor, Tutor Perini Corporation, ("Contractor:") the sum of \$ _____ Dollars (\$) (the "Progress Payment"), and represents that prior to the date of this Partial Release, it has received payments totaling \$ _____ Dollars (\$) previously paid by or on behalf of Contractor to or for the account of Subcontractor, constitutes payment in full of all sums presently due from Contractor to Subcontractor for labor performed and materials and equipment furnished by Subcontractor, and any and all of its sub-subcontractors and suppliers, pursuant to that certain Subcontract between Contractor and Subcontractor dated _____, as modified by and including any and all change orders, extras, additions and substitutions (the "Subcontract"), in connection with NEW ACADEMIC BUILDING SCHOOL OF PUBLIC HEALTH (the "Project") together with all related site improvements (the "Property"). The Project Owner is State University Construction Fund ("Owner").

The Progress Payment is more particularly described in the Subcontractor Payment Request and Certificate, dated _____ 20 _____ (the "Request and Certificate" or "Invoice") previously submitted by Subcontractor to Contractor, which Invoice is incorporated herein by this reference.

Subcontractor, upon receipt of the Progress Payment from Contractor, hereby certifies, represents and warrants to Contractor, Owner, Owner's lenders that (i) except for retainage in the amount of _____ Dollars (\$) (the "Retainage"), the Progress Payment constitutes payment in full of all amounts due from Contractor to Subcontractor for labor performed and materials and equipment furnished arising out of or relating to the Subcontract as of the effective date of the Invoice, (ii) no notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by Subcontractor, (iii) no unsatisfied claims for lien or payment have been received by Subcontractor, and to the best of Subcontractor's knowledge, information and belief, no notice of unpaid balance and right to file lien, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by any of its sub-subcontractors or suppliers of Subcontractor or suppliers of its sub-subcontractors who performed labor or furnished materials or equipment with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, (v) all sub-subcontractors and suppliers of Subcontractor and suppliers of its sub-subcontractors who were entitled to receive a portion of any progress payment previously paid to Subcontractor with respect to the Project have been paid in full any amounts due them from such portion; (vi) there are no open change orders or claims by Subcontractor against Contractor except as specifically set forth in the attached Certificate of Subcontractor, and except for such open change orders or claims specified therein, if any, Subcontractor has no claims against Owner, Owner's lenders, Contractor, or any other party for payment, damages, extras, delays, interest, penalties or work relating to or arising from the Project; and (vii) Subcontractor has made payment in full for all labor performed by Subcontractor's employees in connection with the Project through the Effective Date, including, without limitation, all amounts due to union benefit funds. If the attached Certificate of Subcontractor includes open change orders or claims by Subcontractor against Contractor, Subcontractor acknowledges that payment by Contractor of the above referenced Invoice does not constitute an admission by Contractor as to the merits of the open change orders or claim(s) so noted and that Contractor reserves all rights, remedies and defenses with respect to each of such open change orders or claim(s) until they are addressed and determined under the applicable provisions set forth in the Contract Documents.

Subcontractor, on behalf of itself and its subcontractors and suppliers, and its and their sub-subcontractors and their suppliers for and in consideration of the Progress Payment and all payments previously paid by Contractor to or for the account of Subcontractor, hereby forever waives, releases and relinquishes any and all actions, causes of actions, liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Contractor, Contractor's surety, Owner, Owner's lenders and their respective successors and assigns, for labor performed or materials or equipment furnished in connection with the Project. This Agreement waiving the right of lien and claims shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract and claims for delays in construction or for extra work in the erection, construction and completion of the improvements relating to the Project as to any work and labor done and materials furnished under the Contract provided, however, that this release does not apply to the Retainage or to any labor performed or materials furnished by Subcontractor pursuant to the Contract the effective date of the Invoice. Subcontractor has attached releases in the form attached hereto from all of its subcontractors and suppliers listed in the attached Certificate of Subcontractor.

Subcontractor further declares that, by, signing and sealing this instrument Subcontractor shall be completely estopped from filing or maintaining any and all liens, claims and stop notices against the Project and the Property for or with respect to the work described in the Request and Certification, and that in the event that any such lien, claim or stop notice is filed, Subcontractor shall immediately take steps to cause such lien, claim or stop notice to be discharged and satisfied. Subcontractor shall indemnify, defend and hold harmless Contractor, Owner, Owner's lenders and their respective successors and assigns, from and against all claims,

EXHIBIT "0-8"

damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from any false statement made herein or in the attached Certificate of Subcontractor or the breach of any representation or warranty set forth herein, the assertion by Subcontractor or its suppliers, or any of its sub-subcontractors or their respective suppliers, of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property, or the failure to discharge mechanic's liens, claims and other filings, as aforesaid, or any attempted enforcement by Subcontractor of any rights waived or released herein.

IN WITNESS WHEREOF, Subcontractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this _____ day of _____, 20____.

ATTEST:

SUBCONTRACTOR:

By: _____
(Title)

By: _____
(Title)

[CORPORATE SEAL]

Sworn to and Subscribed before me this _____ day of __, 20____. Notary

Public

My Commission Expires: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY
OF - - 20 .

NOTARY PUBLIC

EXHIBIT "D-8"

(Also to be signed by person executing Certificate)

EXHIBIT "D-9"
TIERED SUBCONTRACTOR ACKNOWLEDGMENT OF PROGRESS
PAYMENT AND RELEASE OF LIENS AND CLAIMS

----- ("Tiered Subcontractor"), contracted by ----- ("Subcontractor") to furnish certain labor, materials and/or equipment in the construction of certain improvements constituting the "Project" as identified below, hereby acknowledges upon receipt from Subcontractor of the sum of \$ _____ (the "Progress Payment"), and represents that prior to the date of this Partial Release, it has received payments totaling \$ _____ to date, together with this Progress Payment constitutes payment in full of all sums presently due from Subcontractor to Tiered Subcontractor for work, including extra work, labor performed and materials and equipment furnished by Tiered Subcontractor, and my and all of its sub-subcontractors and suppliers, pursuant to that certain Subcontract or other agreement between Subcontractor and Tiered Subcontractor dated _____, as modified by and including any and all change orders, extras, additions and substitutions (the "Tiered Subcontract"), in connection with the New Academic Building School of Public Health (the "Project") together with all related site improvements (the "Property"). The Project Owner is State University Construction Fund ("Owner"). The Contractor is Tutor Perini Corporation ("Contractor").

The Progress Payment is more particularly described in the Tiered Subcontractor invoice/payment request, dated _____, 20____ (the "Invoice") previously submitted by Tiered Subcontractor to Subcontractor, which Invoice is incorporated herein by this reference.

Tiered Subcontractor hereby certifies, represents and warrants to Contractor, Subcontractor, Owner and Owner's lenders that (i) except for the amount in the amount of \$ _____ (the "Retainage"), the Progress Payment constitutes payment in full of all amounts due from Subcontractor to Tiered Subcontractor for work, including extra work, labor performed and materials and equipment furnished arising out of or relating to the Tiered Subcontract as of the effective date of the Invoice, (ii) no notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by Tiered Subcontractor, (iii) no unsatisfied claims for lien or payment have been received by Tiered Subcontractor, and to the best of Tiered Subcontractor's knowledge, information and belief, no notice of unpaid balance and right to file lien, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by any of its sub-subcontractors or suppliers of Tiered Subcontractor or suppliers of its sub-subcontractors who performed labor or furnished materials or equipment with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, (v) no sub-subcontractors and suppliers of Tiered Subcontractor and suppliers of its sub-subcontractors who were entitled to receive a portion of any progress payment previously paid to Tiered Subcontractor with respect to the Project have been paid in full any amounts due them from such portion; and there are no open change orders or claims by Tiered Subcontractor against Subcontractor except as specifically set forth immediately below, and except for such open change orders or claims specified below, if any, Tiered Subcontractor has no claims against Owner, Owner's lenders, Subcontractor, Contractor or any other party for payment, damages, costs, delays, interest, penalties or work relating to or arising from the Project; and (vi) Tiered Subcontractor has made payment in full for all labor performed by Tiered Subcontractor's employees in connection with the Project through the Effective Date, including, without limitation, all amounts due for benefits, including to union benefit funds.

Exceptions to clause (vi): _____

If Tiered Subcontractor has identified open change orders or claims by Tiered Subcontractor against Subcontractor above, Tiered Subcontractor acknowledges that payment by Subcontractor of the above referenced Invoice does not constitute an admission by Subcontractor as to the merits of the open change orders or claim(s) so noted and that Subcontractor reserves all rights, remedies and defenses with respect to each of such open change orders or claim(s) until they are addressed and determined under the claims and dispute resolution provisions set forth in the Contract Documents.

Tiered Subcontractor, on behalf of itself and its subcontractors and suppliers, and its and their sub-subcontractors and their suppliers for and in consideration of the Progress Payment and all payments previously paid by Subcontractor to or for the account of Tiered Subcontractor, hereby forever waives, releases and relinquishes any and all actions, causes of actions, liens, claims and demands whatsoever, which it now has or might or could have on or in connection with the Project, the Property, Contractor, Subcontractor, Contractor's surety, Owner, Owner's lenders and their respective successors and assigns, for labor performed or materials or equipment furnished in connection with the Project. This Agreement waiving the right of lien and claims shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract and claims for delays in construction or for extra work in the erection, construction and completion of the improvements relating to the Project as to any work and labor done and materials furnished under the Contract provided, however, that this release does not apply to the Retainage or to any labor performed or materials furnished by Tiered Subcontractor pursuant to the Tiered Subcontract the effective date of the Invoice.

Tiered Subcontractor further declares that, by signing and sealing this instrument, Tiered Subcontractor shall be completely estopped from filing or maintaining any and all liens, claims and stop notices against the Project and the Property for or with respect to the work described in the invoice, and that in the event that any such Lien, claim or stop notice is filed, Tiered

EXHIBIT "0-9,,

Subcontractor shall immediately take steps to cause such lien, claim or stop notice to be discharged and satisfied. Tiered Subcontractor shall indemnify, defend and hold harmless Contractor, Subcontractor, Owner and Owner's lenders and their respective successors and assigns from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from any false statement made herein or the breach of any representation or warranty set forth herein, the assertion by Tiered Subcontractor or its suppliers, or any of its sub-subcontractors or their respective suppliers, of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property, or the failure to discharge mechanic's liens, claims and other filings, as aforesaid, or any attempted enforcement by Tiered Subcontractor of any rights waived or released herein.

IN WITNESS WHEREOF, Subcontractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this _____ day of _____, 20____.

ATTEST:

TIERED SUBCONTRACTOR:

By: _____
(Title)

Br _____
(Title)

[CORPORATE SEAL]

Sworn to and Subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

VENDOR # «Vendor_»

EXHIBIT D-10
APPLICATION FOR FINAL PAYMENT
(Including Guarantee and Final Release)

Subcontractor: «subcontractor»

Unpaid Balance Due: \$ «Unpaid balance»

Subcontract No.: «Subcontract_no» Dated: «Date of subcontract»

Class of Work: «<World»

Construction Project: New Academic Building, School of Public Health

Location: Brooklyn, New York

Contractor: TUTOR PERINI CORPORATIONOwner: State University Construction Fund

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby certifies and represents and warrants to Owner, Owner's lenders and Contractor and guarantees that all the labor performed and/or materials, fixtures and equipment furnished, used in the performance of the above referenced subcontract or purchase order pertaining to the above-described construction, are in strict accordance with the Contract Documents and hereby guarantees the labor performed and/or materials and equipment furnished for the periods of time specified in the Contract Documents, and that the undersigned will remedy any and all defects, if any, in workmanship and/or materials, promptly and without charge, and the undersigned shall be liable for and pay to the Contractor all damages occasioned thereby, including all consequential damages in any manner due to or arising out of the said defective work or materials.

In order to induce the Contractor to make final payment as herein provided, the undersigned certifies to Owner, Owner's lenders, the Dormitory Authority of the State of New York, the State of New York, the State University of New York, their trustees, officers, agents or employees, Contractor, and Keating Building Company that all labor performed and/or materials, fixtures and equipment furnished, used in the performance of said subcontract or purchase order, have been performed and/or furnished in accordance with the provisions of said subcontract or purchase order, have been paid for in full by the undersigned and that there will be no lien filed against the project or claim of any kind whatsoever filed against the Contractor, Contractor's surety, Owner, Owner's lenders, and their respective successors and assigns of the construction project in connection with the furnishing of any labor or materials and equipment at the above-named construction and/or the Project. The undersigned hereby agrees to hold harmless and indemnify said Contractor, Owner and Owner's lenders, and their respective successors and assigns from (a) any false statement made herein or the breach of any representation or warranty set forth herein, and/or (b) any claims or rights waived or released herein and/or (c) against any and all liability which they may incur by reason of the filing of any such liens or claims including any and all expenses incurred for counsel fees.

The undersigned represents that the undersigned has fully complied with all City, State and Federal Requirements affecting the work performed by the undersigned. If at any time hereafter the said authorities, or either of them shall require the furnishing of any affidavits or any other evidence of compliance with said requirements, the undersigned agrees to furnish the same on two days' notice and to be liable to the Contractor, Owner and Owner's lenders for any and all liability or damages which the said Contractor may incur by reason of the noncompliance on the part of the undersigned.

Subcontractor represents and warrants that since the Effective Date, Subcontractor has not performed or provided any Work in connection with the Project, and Subcontractor will not hereafter perform or provide any Work in connection with the Project without the prior written authorization of Owner.

The undersigned acknowledges that the Final Payment Amount under the said subcontract or purchase order is \$ «Unpaid balance» as indicated above, which sum shall be paid by the Contractor only when due under the terms and conditions of said subcontract or purchase order and only after receipt by the Contractor of this instrument duly executed. Such payment, when made, shall constitute full and complete payment for all labor and/or materials, fixtures and equipment furnished as well as for any and all claims which the undersigned may have for breach of said subcontract or purchase order and/or for damages for delay, if any, on this construction project and said payment shall constitute and shall be a full release to the Contractor of any claims by reason of the foregoing matters.

Subcontractor represents and warrants that Subcontractor has made payment in full to all its subcontractors, vendors, suppliers and materialmen for all Work performed in connection with the Project and that Subcontractor has made payment in full for all labor performed by Subcontractor's employees in connection with the Project, including, without limitation, all amounts due for benefits, including union benefit funds. Subcontractor has attached final releases in the form previously provided by Contractor hereto from all of its subcontractors and suppliers as listed in any prior Certificate of Subcontractor submitted by Subcontractor.

The undersigned, upon such payment, forever releases and discharges the Contractor, Contractor's surety, Owner, Owner's lenders and their respective successors and assigns of the construction project from and of all and any manner of action and actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liens, extents, executions, claims and demands whatsoever, in law or in equity, which against the Contractor, Contractor's surety, Owner, Owner's lenders and their respective successors and assigns of the construction project, the undersigned ever had, now have or can, shall or may have, upon or by reason of any matter, cause or thing whatsoever on the construction project above-described.

WITNESS the signatures and seals of the undersigned this _____ day of _____, 20__.

In the Presence of

«subcontractor(Su bcontractor)

Witness: _____

By: _____

(MUST BE AN OFFICER OF THE COMPANY)

(AFFIX CORPORATE SEAL)

Title: _____

Address «address»

«city_state_zip»

This instrument must be sworn to before a notary. See page 3 for notarial acknowledgment forms.

NOTARIZATION REQUIRED FOR APPLICATION FOR FINAL PAYMENT

(Form of Acknowledgment for Individual)

STATE OF _____

COUNTY OF _____

• SS.:

On the ____ day of _____, 20__, before me personally came _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same.

(Notary)

Commission Expires;

((Form of Acknowledgment for Partnership))

STATE OF _____

COUNTY OF _____

SS.:

On the ____ day of _____, 20__, before me personally came _____ to me known and known to me to be a member of _____ the partnership described in and which executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same and that he/she was duly authorized to do so.

(Notary)

Commission Expires:

(Form of Acknowledgment for Corporation)

THE STATE OF _____

COUNTY OF _____

SS.:

On the ____ day of _____, 20__ before me personally came _____ known to me, did depose and say that he/she is the _____ of _____ the corporation mentioned in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate ~~seal~~; that it was so affixed by order of the Board of _____ of said corporation; and that he/she signed his/her name the.eta by like order.

(Notary)

Commission Expires:

RELEASE OF LIENS

KNOW **ALL MEN BY THESE PRESENTS:** That we, the undersigned Subcontractor of Tutor Perini Corporation (Contractor), under a certain Subcontract No. _____ for work performed at NEW ACADEMIC BUILDING, SCHOOL OF PUBLIC HEALTH, located in Brooklyn, New York for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to us in hand paid, the receipt whereof is hereby acknowledged and the parties hereto intending to be legally bound hereby, do hereby release and forever discharge Tutor Perini Corporation (Contractor), State University Construction Fund (hereinafter called Owner), Owner's lenders, the Dormitory Authority of the State of New York, the State of New York, the State University of New York, Keating Building Company, and their respective successors and assigns each of them from any and all actions, causes of action, claims and demands which the undersigned may now have, might or could hereafter have by reason of any matter or thing arising out of, under or in connection with the performance of the undersigned of said contract and the work performed and/or materials or equipment furnished under or in connection therewith, and release, waive and forever relinquish unto said Owner, Owner's lenders, and Contractor all liens, demands and claims of liens, whatever, which we now have, might or could hereafter have against said Owner; Owner's lenders, Contractor and each of them or their respective successors and assigns or on or against said Owner's certain lot or tract of land and all buildings and structures thereon erected, situated in New York and briefly described as follows:

NEW ACADEMIC BUILDING SCHOOL OF PUBLIC HEALTH

for furnishing _____ (Contractor) for the construction of said facility.

IN WITNESS WHEREOF, we have executed under seal this release on the _____ day of _____, 201_, and intend to be legally bound hereby.

WITNESS:

Subcontractor

(CORPORATE SEAL)

By: _____

Date: _____

STATE OF

SS.

COUNTY OF:

_____ being duly sworn according to law, deposes and says that he is _____ of _____ (hereinafter called Subcontractor); that he is duly authorized to and does make this affidavit on its behalf; that the foregoing release has been duly and properly executed and is a full and complete release and waiver of liens and claims by said Subcontractor for work done and/or materials furnished in and about the construction mentioned therein; and that said work and/or materials were entirely completed and/or furnished on _____, 201_.

Sworn to and Subscribed before me this

_____ day of _____, 201_

Notary Public

VENDOR # «Vendor_»

EXHIBIT D-11
TIERED SUBCONTRACTOR/SUPPLIER
APPLICATION FOR FINAL PAYMENT
(Including Guarantee and Final Release)

Subcontractor: _____
Tiered Subcontractor/Supplier: _____

Unpaid Balance Due: \$ _____

Construction Project: New Academic Building,
School of Public Health

Subcontract/P.O. No.: _____ Dated: _____
Class of Work: _____ (scope of work performed)

Location: Brooklyn, New York

Contractor: Tutor Perini Corporation

Owner: State University Construction Fund

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Tiered Subcontractor or Supplier (in either case, "Tiered Subcontractor") hereby certifies and represents and warrants to Owner, Owner's lenders, Subcontractor and Contractor and guarantees that all the labor performed and/or materials, fixtures and equipment furnished, used in the performance of the above referenced subcontract or purchase order pertaining to the above-described construction, are in strict accordance with the Contract Documents and hereby guarantees the labor performed and/or materials and equipment furnished for the periods of time specified in the Contract Documents, and that the undersigned will remedy any and all defects, if any, in workmanship and/or materials, promptly and without charge, and the undersigned shall be liable for and pay to the Contractor all damages occasioned thereby, including all consequential damages in any manner due to or arising out of the said defective work or materials.

In order to induce the Subcontractor to make final payment as herein provided, Tiered Subcontractor certifies to Owner, Owner's lenders, the Dormitory Authority of the State of New York, the State of New York, the State University of New York, their trustees, officers, agents or employees, Contractor, Keating Building Company and Subcontractor that all labor performed and/or materials, fixtures and equipment furnished, used in the performance of said subcontract or purchase order, have been performed and/or furnished in accordance with the provisions of said subcontract or purchase order, have been paid for in full by the undersigned and that there will be no lien filed against the project or claim of any kind whatsoever filed against the Subcontractor, Contractor, Contractor's surety, Owner, Owner's lenders and their respective successors and assigns of the construction project in connection with the furnishing of any labor or materials and equipment at the above-named construction and/or the Project. The undersigned hereby agrees to hold harmless and indemnify said Subcontractor, Contractor, Owner and Owner's lenders from (a) any false statement made herein or the breach of any representation or warranty set forth herein, and/or (b) any claims or rights waived or released herein and/or (c) against any and all liability which they may incur by reason of the filing of any such liens or claims including any and all expenses incurred for counsel fees.

Tiered Subcontractor represents that Tiered Subcontractor has fully complied with all City, State and Federal Requirements affecting the work performed by Tiered Subcontractor. If at any time hereafter the said authorities, or either of them shall require the furnishing of any affidavits or any other evidence of compliance with said requirements, Tiered Subcontractor agrees to furnish the same on two days' notice and to be liable to the Subcontractor, Contractor, Owner and Owner's lenders for any and all liability or damages which the said Subcontractor, Contractor, Owner and Owner's lenders may incur by reason of the noncompliance on the part of Tiered Subcontractor.

Tiered Subcontractor represents and warrants that since the Effective Date, Tiered Subcontractor has not performed or provided any Work in connection with the Project, and Tiered Subcontractor will not hereafter perform or provide any Work in connection with the Project without the prior written authorization of Owner.

Prior to the date of this Release, the Undersigned further certifies that it has received payments from the Subcontractor which total \$ _____. Tiered Subcontractor acknowledges that the Final Payment Amount Unpaid Balance under the said subcontract or purchase order is \$ _____ indicated above, which sum shall be paid by the Subcontractor only when due under the terms and conditions of said subcontract or purchase order and only after receipt by the Subcontractor of this instrument duly executed. Such payment, when made, shall constitute full, final and complete payment for all labor and/or materials, fixtures and equipment furnished as well as for any and all claims which Tiered Subcontractor may have for breach of said subcontract or purchase order and/or for damages for delay, if any, on this construction project and said payment shall constitute and shall be a full release to the Subcontractor of any claims by reason of the foregoing matters.

Tiered Subcontractor represents and warrants that Tiered Subcontractor has made payment in full to all its subcontractors, vendors, suppliers and materialmen for all Work performed in connection with the Project and that Tiered Subcontractor has made payment in full for all labor performed by Tiered Subcontractor's employees in connection with the Project, including, without limitation, all amounts due for benefits, including union benefit funds.

Tiered Subcontractor, upon such payment, forever releases and discharges the Subcontractor, Contractor, Contractor's surety, the Owner, Owner's lenders and their respective successors and assigns of the construction project from and of all and any manner of action and actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liens, extents, executions, claims and demands whatsoever, in law or in equity, which against the Subcontractor, Contractor, Contractor's surety, the Owner, Owner's lenders and their respective successors and assigns of the construction project, the undersigned ever had, now have or can, shall or may have, upon or by reason of any matter, cause or thing whatsoever on the construction project above-described.

WITNESS the signatures and seals of the undersigned this _____ day of _____, 20__.

In the Presence of:

Witness : _____

Tiered Subcontractor

By: _____ Title: _____

(**AFFIX CORPORATE SEAL**) (MUST BE AN OFFICER OF THE COMPANY)

T/Us insrroment must be sworn ro before a notary.

NOTARIZATION REQUIRED FOR APPLICATION FOR FINAL PAYMENT

(Fonn of Acknowledgment for Individua.I)

STATE OF _____

_____ COUNTY OF _____

SS.:

On the ____ day of _____, 20__, before me pecson Ally came _____ to mt! known and known to me to be the individual described in and who executed the foregoing instrumen and he/she acknowledged to me that he/she executed the same..

(Notary)

Commission Expices:

((Form of Acknowledgment for Pannership))

STATE OF _____

COUNTY OF _____

SS.:

On the ____ day of _____, 20__, before me personally came _____ to me known and known to me to be a member of _____ the partnership described in and which executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same and that he/she was duly authorized to do so.

(Notruly)

Commission E."Pires:

(Fonn of Acknowledgment for Corporation)

THE STATE OF _____

COUNTY OF _____

SS.:

On the ____ day of _____, 20__, before me personally came _____ known to me, did depose and say that he/she is the _____ of _____ the corporation mentioned in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affuced to said instrument is such corporate seal; that it was so affixed by order of the Boord of _____ of said corportion; and that he/she signed his/her name thereto by like order.

(Nowy)

Commission Eicipires:

RELEASE OF LIENS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Tiered Subcontractor of _____, Subcontractor, under a certain Subcontract No. «Subcontract no») for work performed at New Academic Building, School of Public Health, located at Brooklyn, New York for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to us in hand paid, the receipt whereof is hereby acknowledged and the parties hereto intending to be legally bound hereby, do hereby release and forever discharge, Subcontractor, IJTOR PERINI CORPORATION (Contractor), State University Construction Fund (hereinafter called Owner), Owner's lenders, the Dormitory Authority of the State of New York, the State of New York, the State University of New York, Keating Building Company, and their respective successors and assigns each of them from any and all actions, causes of action, claims and demands which the Tiered Subcontractor may now have, might or could hereafter have by reason of any matter or thing arising out of, under or in connection with the performance of the undersigned of said contract and the work performed and/or materials or equipment furnished under or in connection therewith, and release, waive and forever relinquish unto said Owner, Owner's lenders, Subcontractor and Contractor all liens, demands and claims of liens, whatever, which we now have, might or could hereafter have against said Owner, Owner's lenders, Subcontractor, Contractor and each of them or their respective successors and assigns or on or against said Owner's certain lot or tract of land and all buildings and structures thereon erected, situated in New York and briefly described as follows:

NEW ACADEMIC BUILDING. SCHOOL OF PUBLIC HEALTH

for furnishing «worlo» for the construction of said facility.

IN WITNESS WHEREOF, we have executed under seal this release on the _____ day of 20__, and intend to be legally bound hereby.

WITNESS:

«subcontractor»>> Tiered Subcontractor

(CORPORATE SEAL)

By: _____

Date: _____

STATE OF

SS.

COUNTY OF:

_____ **being** duly sworn according to law, deposes and says that he is _____ of «subcontractor» (hereinafter called Tiered Subcontractor); that he is duly authorized to and does make this affidavit on its behalf; that the foregoing release has been duly and properly executed and is a full and complete release and waiver of liens and claims by said Tiered Subcontractor for work done and/or materials furnished in and about the construction mentioned therein; and that said work and/or materials were entirely completed and/or furnished on _____, 20__.

Sworn to and Subscribed before me this

_____ day of _____, 20__.

Notary Public



-1-tw vo

www.sucf.sunv.edu

EXHrBIT D-12

State University Construction Fund

Certification of Application for Final Payment

Contractor Name: _____ (hereafter referred to as the "CONTRACTOR")

Consultant Name: _____ (hereafter referred to as the "CONSULTANT")

Application Payment No.: _____ for Work Completed through _____ {date}

Payment Application Submitted on _____ in the amount of \$ _____

Contract No.: TOO.§] ;! SUCF Project No. !!1-__

Project Name: New Academic Building School of Public Health SUCF Coordinator Name: _____

Contractor Certification:

I certify that I am an authorized representative of the CONTRACTOR for the work referenced in this payment application. I am authorized by that entity to render this application for payment. The services and property charged have been performed or delivered up to and including the last day of the period covered by this application. The amounts reported herein and on all required supporting documentation, including reported payments to MWBE subcontractors, are reasonable, true, accurate and complete. No part of this application has been previously paid. I further certify that the CONTRACTOR has complied with all applicable provisions of the Tax Law of New York State; that all financial obligations covered by previous payments for materials and labor associated with this contract work have been paid; and that the CONTRACTOR has complied with all contract provisions.

The costs included in this payment application represent the final costs charged to this contract. There will be no further billing on this contract.

Authorized Signature Title Date

Printed Name

Notary Public Date

Consultant Certification:

I certify that I am an authorized representative of the CONSULTANT furnishing general administration for the work referenced in this payment application. The services and property charged have been performed or delivered up to and including the last day of the period covered by this payment application. The amounts reported are reasonable, true, accurate and complete, and no part of this application has been previously paid. To the best of my knowledge and belief, the material and labor has been furnished and the work properly performed in accordance with the contract documents.

Payments of this application can be made on this contract without detriment to the interest of the State University Construction Fund.

Authorized Signature Title Date

Printed Name

Date Printed: _____



State University Construction Fund

353 Broadway
Albany, New York 12246

D-17

LABOR RATE WORKSHEET

SUCF Project No.

14A91

Contractor Name: _____

Date: _____

Address: _____

County: _____

Telephone No.: _____

Trade: _____

Effective Date: _____

FROM

TO

REGULAR
BASE RATEPREMIUM PORTION
OF OVERTIME**A. WAGE RATE PER HOUR****PAYROLL TAXES AND INSURANCE**

F.I.C.A / Social Security

%

Medicare

%

Federal Unemployment Insurance

%

State Unemployment Insurance

%

0.00%

* Workers' Compensation Insurance

Code: _____

%

** Liability Insurance
Disability Insurance

%

%

B. TOTAL TAXES AND INSURANCE PER HOUR

\$

D.00%

\$

\$

BENEFITS

\$ par hour

Vacation and Holiday

Health and Welfare

Pension

Annuity

Education /Apprentice Training

Supplemental Unemployment

Security Fund

Other

C. TOTAL BENEFITS PER HOUR

\$

\$

FOR FRINGE BENEFITS PAID IN THE INV III LOPII-SUDMIT COPIES 01'2 WII BKS OF CIITIPmo PAYROLL RIIPORTS

D. TOTAL LABOR RATE

11+B+CJi::0

\$

\$

E. PROJECT COORDINATOR'S COMMENTS:

** Workers Compensation is the net Contractor cost after applying territory adjustment, experience modification, discount(s) and assessments.

nnlu 11.1.1sa..InS00111CO O>.at ts "" "" "" 1ala!dIs11fmburiabro within the labo<rate.

REV: 64112012

SCHEDULE "A" TERMS OF PAYMENT

Subcontractor acknowledges that the following payment provisions shall apply:

Contractor hereby discloses that, under the terms of the Principal Agreement with **Owner**, **Owner** is required to make payment to **Contractor** within thirty (30) days after **Consultant and Owner** have approved **Contractor's** application for payment. Each monthly application shall be submitted on a percentage of completion basis. By its execution of the Subcontract, **Subcontractor** hereby acknowledges that provisions of this Paragraph have been disclosed to the **Subcontractor** prior to its execution.

All payments to which **Subcontractor** is entitled from **Contractor** hereunder will be made within ten (10) days after **Contractor** receives payment therefor from the **Owner**. **Subcontractor** shall submit to **Contractor** an application for payment by the twentieth (20th) day of the month substantiating the **Subcontractor's** right to payment as the **Owner and Contractor** may require. **Subcontractor** shall furnish to **Contractor** properly completed lien waivers on forms attached as Exhibit D, and approved by the **Owner**, and shall cause any Sub-subcontractor of any tier to furnish such lien waivers. Retainage shall be held in the amount of five percent (5%) until Substantial Completion, the retainage for the remaining uncompleted, or unaccepted and corrective work, plus an amount necessary, in **Owner's** judgment, to satisfy any claims, liens or judgments against **Subcontractor** which have not been suitably satisfied, shall be held in an amount equal to two (2) times the cost of performing such, which will be estimated by **Consultant**.

In the event there will be a procedure in place on this Project for the payment of stored materials and **Subcontractor** intends to request payment for such stored materials, **Subcontractor** acknowledges its obligations to strictly comply with **Contractor's** terms and conditions governing such payment including but not limited to execution of a bill of sale and the furnishing of necessary insurance.

Failure of the **Subcontractor** to fulfill any obligation or requirement of this Subcontract or the Principal Agreement shall render any work provided by **Subcontractor** not in compliance with the terms of this Subcontract and such failure shall constitute grounds for non-payment to **Subcontractor** as follows. Examples of the failure to fulfill obligations or requirements of this Agreement include without limitation:

- (a) Defective work not remedied, materials not furnished, cleanup not performed or any other noncomplying aspects of the Work;
- (b) Claims, levies, attachments, liens, stop notices or court orders filed, or which the **Contractor** on the basis of reasonable evidence believes are likely to be filed, including claims covered by insurance or bonds until such claims are accepted by the insurance carrier or bond company;
- (c) Failure of **Subcontractor** to make payments properly and within five days of receipt of **Contractor's** payment to **Subcontractor** to its subcontractors or for labor (including customary fringe benefits and payments due under collective bargaining agreements), materials or equipment, transportation or shipping costs, truces, fees or any other

claims growing out of the Work;

- (d) A determination by **Contractor and Owner** that the Work cannot be completed for the then remaining Subcontract balance and a refusal by **Owner's** construction lender to make any disbursements until satisfactory arrangements to cover the deficiency has been made;
- (e) Damage to any portion of the Work, another subcontractor or to **Contractor or Owner**;
- (f) Reasonable indication in **Contractor's** opinion that the Work will not be completed *in* compliance with the Contract Schedule including any actual damages assessed; including but not limited to liquidated damages;
- (g) Unsatisfactory prosecution of the Work by **Subcontractor**;
- (h) Failure to deliver to **Contractor** insurance certificates, bonds, maintain on the Site the "as-built" drawings, provide final "as-built" drawings, survey and manuals, failure to properly train **Contractor's** employees, failure to provide written guarantees or warranties or the failure to obtain approvals of the Work required by any authority having jurisdiction thereof;
- (i) Filing by or against **Subcontractor** of a petition for bankruptcy or reorganization;
- U) To the extent any liabilities, claims, judgments, or demands as to which **Contractor** has been indemnified and saved and held harmless by **Subcontractor** pursuant to the provision of Article 4 are not fully covered by insurance, and any money due or to become due to **Subcontractor** from **Contractor** under the Agreement is insufficient to compensate or otherwise protect or secure **Contractor** with respect thereto; and
- (k) Any other conditions which arise in connection with the Work that in **Contractor's** reasonable opinion will result in loss to **Contractor**.

The **Contractor** shall have the right to withhold from payment the funds necessary to offset those claims enumerated in Paragraphs (a) through (k) above, and to act as agent for the **Subcontractor** in disbursing said funds directly to those parties and for those reasons enumerated in said Paragraphs (a) through (k). Such disbursements shall not create any liability on behalf of **Contractor** to those parties as third-party beneficiaries or any other grounds. The **Contractor** shall render to the **Subcontractor** a proper accounting of all such disbursements, and the value of such disbursed funds shall be entered as payment under the Subcontract. The **Subcontractor** shall have the obligation to remove any liens filed against the Project or any part thereof, and shall bear all costs connected with said removal prior to the **Contractor** being obligated to make the next monthly progress payment.

If any provision of this Subcontract is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability and such prohibition or unenforceability shall not invalidate the other provisions of this Subcontract, all of which shall be liberally construed in favor of **Contractor** in order to effectuate the provisions of this Subcontract.

If **Subcontractor** withholds or intends to withhold payment to any of its subcontractors or suppliers for work provided or materials furnished hereunder, then **Subcontractor** shall notify **Contractor and Owner** and such subcontractor or supplier of such determination and the reason therefor within seven (7) calendar days after receipt of notice of the basis for such withholding.

Subcontractor shall include the foregoing provisions in all of its subcontracts and purchase orders for this Project.

SCHEDULE "B"
INSURANCE COVERAGE

Prior to commencement of any work under the Subcontract and until completion and final payment is made for the work, the **Subcontractor** and each and every sub-subcontractor of the **Subcontractor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to the **Contractor** Certificates of Insurance evidencing same.

The term "**Subcontractor** & sub-subcontractor" as used in these Insurance Requirements shall mean and include Subcontractors and sub-subcontractors of every tier.

1. **Workers' Compensation and Employer's Liability:** in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
 - a. Workers' Compensation Coverage: Statutory Requirements
 - b. Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
 - c. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.
2. **Commercial General Liability:** (including Premises - Operations, Independent Contractors, Products/ Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form). and Explosion, Collapse and Underground Coverages).
 - a. Occurrence Form with the following limits;

(1) General Aggregate:	\$2,000,000
(2) Products/ Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000
 - b. Products/Completed Operations Coverage must be maintained for a period of at least four (4) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
 - c. The General Aggregate Limit must apply on a **Per Project basis**.
 - d. Coverage for Mold / Fungus (no Mold/ Fungus exclusion) or, in the alternative, coverage for Mold / Fungus can be provided by a Contractor's Pollution Liability Policy.
 - e. No Exterior Insulated finishing System ("EIFS") or similar exterior wall system exclusion.
 - f. Additional insured endorsement CG 20 10 10 01, or equivalent for "ongoing operations".
 - g. Additional insured endorsement CG 20 37 10 01, or equivalent, for "completed operations".

3. **Automobile Liability:**

- a. Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles (or "Any Auto")
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
- b. Per Accident Combined Single Limit \$1,000,000
- c. For those Subcontractors involved in the transportation of hazardous material, the policy shall include the following endorsements: MCS-90 and ISO-9948.
- d. Additional insured endorsement for "Automobiles."

4. **Commercial Umbrella Liability:**

- a) For the **Abatement, Site Work, Cast-In-Place Concrete, Structural Steel*, Curtainwall, Glass & Glazing, Fiber Cement Panels, Roofing, Elevators, Plumbing, HVAC, and Electrical Subcontractors:**

*** See additional specific insurance requirements for Structural Steel Subcontractor.**

- (1) Occurrence Limit: \$15,000,000
 - (2) Aggregate Limit (where applicable): \$15,000,000
 - (3) Policy to apply excess of the Commercial General Liability (following form Per Project General Aggregate Limit), Commercial Automobile Liability and Employer's Liability Coverage.
- b) For the **Selective Demolition, Rough Carpentry, Masonry, Waterproofing, Miscellaneous Metals, and Fire Protection Subcontractors:**
 - (1) Occurrence Limit: \$10,000,000
 - (2) Aggregate Limit (where applicable): \$10,000,000
 - (3) Policy to apply excess of the Commercial General Liability (following form Per Project General Aggregate Limit), Commercial Automobile Liability and Employer's Liability Coverage.
- c) For all other **Subcontractors:**
 - (1) Occurrence Limit: \$5,000,000
 - (2) Aggregate Limit (where applicable): \$5,000,000
 - (3) Policy to apply excess of the Commercial General Liability (following form Per Project General Aggregate Limit), Commercial Automobile Liability and Employer's Liability Coverage.

5. **Pollution Liability Insurance*:**

- a) Occurrence/Claims Made Limit: \$1,000,000
- b) Insurance to be maintained for the duration of the work and for a period of three (3) years thereafter.
- c) Additional insured endorsement for all designated additional insureds.

6. IF DESIGNATED, BY SUBCONTRACTOR'S SCOPE OF WORK:

Rigger's Liability Insurance

- a) "AU Risk" Replacement Cost Coverage
- b) Occurrence Limit: \$1,000,000
- c) No overload exclusion

Pollution Liability Insurance (* higher limits required for abatement, demolition and earthwork Subcontractors)

- a) Occurrence/ Claims Made Limit: \$5,000,000 per project
- b) Insurance to be maintained for the duration of the work and for a period of three (3) years thereafter.
- c) All disposal facilities must be licensed and maintain pollution liability insurance of not less than \$5,000,000.
- d) Additional insured endorsement for all designated additional insureds.
- e) Asbestos Abatement Subcontractor shall also comply with all insurance requirements set forth in Section 5.06 (1) (e) of the State University Construction Fund Agreement.

Professional Liability Insurance (required for all subcontractors with design responsibility or those subcontractors providing sealed or stamped drawings)

- a) Per Claim Limit: \$1,000,000
Aggregate Limit: \$1,000,000
- b) Coverage shall be maintained continuously starting on the date of the contract award and for a period of five (5) years after contract completion.
- c) Policy retroactive date must be on or before the date that work begins.
- d) Any deductibles associated therewith shall be the sole responsibility of Subcontractor.

Tower Cranes

Any subcontractor supplying or utilizing a tower crane at the Project shall comply with all local and state requirements including any specified general liability insurance requirements and/or additional insured requirements. The Structural Steel Subcontractor, who will be responsible for pulling the permit for the tower crane, shall maintain project specific general liability insurance in the amount of \$80,000,000 and shall comply with all other insurance and indemnification requirements set forth in 1 RCNY §101-08.

PermJta

All other subcontractors who are pulling permits under the NYCDOB shall comply with all applicable requirements under 1 RCNY §101-08.

7. **Property and Contractor's Equipment**

Subcontractor shall arrange for its own insurance for owned, leased and rented property. **Subcontractor** is solely responsible for any loss or damage to its personal property, including, but not limited to, tools, trailers, equipment, scaffolding and temporary structures.

8. Self Insured Retentions:

None of the policies of insurance required of the Subcontractor by this agreement shall contain self-insured retentions in excess of \$100,000.

9. Financial Rating of Insurance Companies:

- a) A.M. Best Rating: A- (Excellent) or Higher
- b) A.M. Best Financial Size Category: Class VII or Higher

10. Contractor, Tutor Perini Corporation, Owner, State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York, the State University of New York, their trustees, officers, agents or employees, the City of New York and its Officials and employees, and Keating Building Company, shall be added as ADDITIONAL INSUREDs on all liability policies (except Professional Liability Policy, where applicable), *on a primary, non-contributory basis*.

Contractor reserves the right to require Subcontractor to name other parties as additional insureds as required by Owner upon written notice by Contractor.

11. It is agreed the Subcontractor's and sub-subcontractor's insurance will not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to Contractor, Tutor Perini Corporation, The Phoenix, Suite 300, 1600 Arch Street, Philadelphia, PA 19103-2028, by Certified Mail - Return Receipt Requested.

12. The failure of the Contractor to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein or the failure of Contractor to identify a deficiency in the evidence provided shall not be construed as a waiver of or estoppel to assert the Contractor's rights under the Subcontract. The receipt by Contractor of any certificate of insurance evidencing required coverages and limits or other insurance documents or information does not constitute approval or agreement by the Contractor that the insurance requirements hereunder have been met or that the insurance policies referenced in the certificates of insurance or other insurance documents or information are in compliance with such requirements.

13. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

- a) The Subcontractor and sub-subcontractors waive all rights of recovery against Contractor, Owner and all the additional insureds for loss or damage covered by any of the insurance maintained by the Subcontractor or sub-subcontractor.
- b) The Subcontractor and sub-subcontractors and their respective insurance carriers hereby waive all rights of subrogation against Contractor, Owner and all the additional insureds for loss or damage covered by any of the insurance maintained by the Subcontractor or sub-subcontractor.
- c) If any of the policies of insurance required under this Subcontract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

14. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of their sub-subcontractors.
15. Any type of insurance or any increase in limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
16. The carrying of insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility or liability under the contract.

17. Prior to the commencement of work and / or payment, the Subcontractor and sub-subcontractor shall file Certificates of Insurance with Contractor which shall be subject to the Contractor's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to Contractor, Tutor Perini Corporation, The Phoenix, Suite 300, 1600 Arch Street, Philadelphia, PA 19103-2028, regardless of when Subcontractor's work will start. Project description and Job Number must be shown on the Certificate of Insurance. Copies of all required endorsements must be attached to the certificate of insurance.

In the event of a failure of Subcontractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Contractor shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Subcontractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Contractor immediately upon presentation of an invoice.

18. In no event is Subcontractor to begin work until a Certificate of Insurance showing coverage in the aforementioned amounts is required for the job is received and approved by Contractor. Any work performed without having the Certificate of Insurance received and approved by Contractor shall be at Subcontractor's own risk.
19. The risk of damage to the work of this Subcontractor is that of this Subcontractor. Contractor *shall* purchase and maintain Builder's Risk insurance for the Project, written on an "all-risk" or equivalent policy form. Subcontractor acknowledges that the Builder's Risk insurance contains deductibles. Subcontractor shall be responsible for the deductible (and any uninsured losses) for each loss related to or involving Subcontractor's scope of work. No loss or damage claims will excuse the complete and satisfactory performance of the Subcontract by Subcontractor.

ACORD... CERTIFICATE OF LIABILITY INSURANCE

OATS (MM/00/YYYY)

PROJECT NO. 735

NO WORK SHALL COMMENCE ON SITE
WITHOUT PRESENTATION OF A
SATISFACTORY CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SUBCONTRACT AGREEMENT

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A

INSURER O

INSURER C

INSURER O

INSURER F

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT OF TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR POLICY 1x1 CR.				EACH OCCURRENCE \$1,000,000.00 PERSONAL & AUTO \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS/COMPLETED OPERATIONS \$1,000,000.00
ANY AUTO ALLOWED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA/ACCIDENT OTHER THAN AUTO ONLY: EA/ACCIDENT
EXCESS UMBRELLA LIABILITY OCCUR DEDUCTIBLE \$1,000,000	SEE SCHEDULE B			EACH OCCURRENCE \$1,000,000.00 AGGREGATE \$1,000,000.00
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EACH ACCIDENT \$1,000,000.00 E.L. DISEASE & EMPLOYEE \$1,000,000.00 E.L. DISEASE POLICY LIMIT \$1,000,000.00
OTHER: 1-01 those suocn1111c1ors mvo1vc m me rcmov111,1nnsponcuon 11110 or msposn1 01 IUUVJ rions nin1cnuls, th ro11uw111g msurnncc shnl be requ1rct1. Pollution Liability \$5,000,000 per Project. Where required, Rii:gc:s LiRbilty I sur"Oncc is to be su plied by the Subco 11nrutur furnishing Che Material Hoisl Service. Rmrtr's Liability Insurance \$1,000,000 per Occurrence.				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADOED BY ENDORSEMENT/SPECIAL PROVISIONS NEW ACADEMIC BUILDING SCHOOL OF PUBLIC HEALTH - STATE UNIVERSITY OF NEW YORK PROJECT NO. 735				

CERTIFICATE HOLDER

TUTOR PERINI CORPORATION
THE PHOENIX, SUITE 300
1600 ARCH STREET
PHILADELPHIA, PA 19103
ATTENTION: CONTRACTS ADMINISTRATION
FAX NO. (610) 660-7417

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE INSURER WILL ENQUIRE OF THE POLICYHOLDER 30 DAYS WRITTEN
NOTICE: TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 6-MIWR1.fq.QQ.8Q.811AIL
IMP08e-N&oe:K>AYteN>R'UA8ftfr'-<If'itH't-KiH't-IH'Oil-f IH8tiAfA,t18-Affit18R
f(EP/re81!nfl\IT&W."" ""
AUTHORIZED REPRESENTATIVE

Prevailing Wage Rates for 07/01/2011 - 06/30/2012
Last Published on Mar 01 2012

Published by the New York State Department of Labor
PRC Number 2012002065

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use:

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, and ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade and occupation are contained in the prevailing rates schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements for each hour worked, some Classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an apprentice is allowed. Then three additional Journeyworkers are needed before a second apprentice is allowed. The ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Trade (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg., H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

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Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Mil/wright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work (- Albany)	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-0000	607-721-0004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

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Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Kings County General Construction

Asbestos Worker

10/01/2012

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:

07/01/2012

Asbestos Worker \$40.95
Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$8.25
Removal & Abatement Only

OVERTIME PAY

See (B, 82, *E, J) on OVERTIME PAGE

Hours worked on Saturdays are paid at time and one half *only* if forty hours have been worked during the week.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, B) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice
Removal & Abatement \$8.25

4-12a - Removal Only

Boilermaker

10/01/2012

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:

07/01/2012

Boilermaker \$47.98

Repairs & Renovations \$47.98

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2012

Boilermaker 33% of hourly
Repairs & Renovations Wage Paid
+\$22.25

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

OVERTIME PAY

See (0, 0) on OVERTIME PAGE

HOLIDAY

Paid: See (6, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: •employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES

*REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	6th
65%	65%	70%	75%	BO%	65%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2012
	33% of Hourly
	Wage Paid plus
	amount below

1st	2nd	3rd	4th	5th	6th	7th	6th
\$17.41	\$18.10	\$18.79	\$19.48	\$20.17	\$20.86	\$21.55	\$22.25

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

10/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2012

Piledriver	\$ 46.74
Dockbuilder	\$46.74

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 42.45
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OVERTIME PAY

See (B, E2, 0) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeymen's Wage

(1) year	1st.	2nd.	3rd.	4th.
terms:				

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

40% 50% 65% 80%

Supplemental benefits per hour:

Apprentices \$27.77

9-1456

Carpenter

10/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2012

Carpel/Resilient

Floor Coverer \$45.34

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 38.58

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$25.83

9-2287

Carpenter

10/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2012

Marine Construction:

Marine Diver \$ 58.95

M.D.Tender 42.10

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyman \$42.37

OVERTIME PAY

See (B, E, Ei, Q) on OVERTIME PAGE

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

9-1456MC

Carpenter**10/01/2012****JOB DESCRIPTION** Carpenter**DISTRICT 9****ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2012

Building

Millwright \$ 47.86

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright \$ 44.75

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage

(1) year terms:

1st.	2nd.	3rd.	4th.
55%	65%	75%	95%

Supplemental benefits per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$28.19	\$31.29	\$35.51	\$40.62

9-740.1

Carpenter**10/01/2012****JOB DESCRIPTION** Carpenter**DISTRICT 9****ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2012

Timberman

\$ 44.03

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

\$ 40.62

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,16,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeymans Wage.

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.14

9-1536

Carpenter

10/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins County, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2012

Core Drilling:

Driller \$ 35.46

Assistant Driller \$ 28.89

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

- May be allocated between wages and benefits.

SUPPLEMENTAL BENEFITS

Per hour paid:

Driller \$ 17.52

Asst. driller 17.52

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year	2nd Year	3rd Year	4th Year
70%	80%	90%	100%

-9-1536-CoreDriller

Carpenter

10/01/2012

JOB DESCRIPTION Carpenter

DISTRICT 9

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2012

Show Exhibit/

Carpenter \$ 46.15

SUPPLEMENTAL BENEFITS

Per hour paid:

Show Exhibit/

Carpenter \$ 38.58

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-EXHIB

Carpenter - Building / Heavy & Highway

10/01/2012

JOB DESCRIPTION Carpenter - Building / Heavy & Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Work performed south of the Southern State Parkway and west of the Seaford Creek.

WAGES

Per hour: 07/01/2012

Building:

Carpenter \$ 46.15

Heavy & Highway:

Carpenter \$ 54.12

• Premium pay calculated on hourly wage of \$46.74; the balance (\$7.38) paid at straight time.

SUPPLEMENTAL BENEFITS

Per hour paid:

Building:

Carpenter \$ 38.50

Heavy & Highway:

Carpenter \$ 34.99

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Building	40%	50%	65%	80%
Heavy&Highway*	40%	50%	65%	80%

*Wage calculations to be based off an hourly wage of \$46.74

Supplemental benefits per hour for all Apprentices:

Building	\$25.75
Heavy & Highway	27.69

9-NYC

Electrician

10/01/2012

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour Paid: 07/01/2012

Service Technician \$ 28.89

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and for replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. {Whether by service contract of T&M by customer request.}

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 11.19
+ \$12.00 per day

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

9-3H

Electrician

10/01/2012

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2012

Electrician

H - Telephone \$ 25.30

Maintenance and Jobbing-Electrical work of limited duration and scope, consisting of repairs and/or replacement of electrical and tefedata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Journeyworker \$ 17.52

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

9-3m

Electrician

10/01/2012

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2012

Tree Trimmer \$ 23.92

Ground Person \$ 15.80

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS

Per hour paid:

Tree Trimmer \$ 8.44

Ground Person 5.78

Note: *Plus paid vacation & 4 days sick leave. Vacation based on continuous service as follows:

- 40 hours after 1 year
- 80 hours after 2 years
- 120 hours after 5 years
- 160 hours after 15 years

Note: Employee must work at least 1800 hours in employee's anniversary year. An employee who works 900 in the employee anniversary year but did not actually work 1800 hours during that period shall be entitled to a pro rata share of vacation on the basis of 900 hours or more actually worked as a percentage based on 1800 hours.

OVERTIME PAY

See (8, *H, Q) on OVERTIME PAGE

•worked performed on Sundays & Holidays outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

HOLIDAY:

Paid: See (5,6,10,11, 15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years' service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T

Electrician

10/01/2012

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2012

Electrician \$ 51.00

Audio/Sound 51.00

SUPPLEMENTAL BENEFITS

Per Hour:

Journey Worker \$ 42.45*

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

*This hourly benefit rates applies for cumulative wages for the year up to \$110,100 for the same employer; thereafter the benefit rate is \$40.31 per hour.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

Apprentices registered

before 05/10/2007

One (1) year terms.

	07/01/2012
1st term	\$ 14.25
2nd term	17.05
3rd term	19.15
4th term	21.10
MIJ (5th term)	25.30

Apprentices registered

after 05/10/2007

One (1) year terms

1st term	\$ 11.50
2nd term	13.50
3rd term	15.50
4th term	17.50
MIJ (5th term)	21.50

Supplemental Benefits:

Per Hour for Apprentices

registered before 05/10/2007

1st term	\$ 11.19
2nd term	12.54
3rd term	13.55
4th term	14.50
MIJ (5th term)	17.52

Supplemental Benefits:

Per hour for Apprentices

registered after 05/10/2007

1st term	\$ 9.86
2nd term	10.82
3rd term	11.79
4th term	12.76
MIJ (5th term)	15.71

g..3

Electrician

10/01/2012

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2012

Electro pole Electrician \$ 51.00

Electro pole
Foundation Installer 38.66

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Electro Pole Maintainer 33.10

SUPPLEMENTAL BENEFITS

Per Hour:

Electro pole Electrician 07/01/2012
\$44.18*

Electro pole Foundation Installer 34.12*

Electro pole Maintainer 30.84*

*Hourly benefit rate applies for cumulative wages for the year up to \$110,000.00 for the same employer, thereafter decrease the hourly benefit rate by the hourly amount as noted below;

Electro pole Electrician \$2.14
Electro pole F/installer \$ 1.76
Electro pole Maintainer \$ 1.50

OVERTIME PAY

See (A, *B, **E4, F, K) on OVERTIME PAGE

• Applies to the electro pole foundation installer

** MAKE UP DAYS MAY NOT EXCEED FOUR DAYS IN A MONTH; OVERTIME RATE APPLIES AFTER FIVE CONSECUTIVE DAYS WORKED PER WEEK.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 16, 25, 26) on HOLIDAY PAGE

9-3J

Elevator Constructor

10/01/2012

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

	07/01/2012	03/17/2013
Elevator Constructor	\$55.20	\$57.01
Modernization & Service/Repair	\$43.79	\$45.14

SUPPLEMENTAL BENEFITS

Per Hour:

***PERCENTAGES BASED ON YEARS OF EMPLOYMENT AS FOLLOWS BELOW:

4%-Up to 5 years

6%-6th year to 15 years

8%-15 years or more

	07/01/2012	03/17/2013
Elevator Constructor	\$26.54 plus***% of wage per Hour	\$28.04 plus***% of wage per Hour
Modernization & Service/Repair	\$26.39 plus***% of Wage per Hour	\$27.89 plus***% of Wage per Hour

OVERTIME PAY

Constructor. See (D, 0) on OVERTIME PAGE.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Modern./Service See (8, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

BASED ON PERCENTAGE OF JOURNEYMANS WAGE IN THE CLASSIFICATION WORKED
EITHER ELEVATOR CONSTRUCTOR OR MODERNIZATION, SERVICE/REPAIR

1 YEAR TERMS

1st Term 50%	2nd Term 55%	3rd Term 65%	4th Term 75%
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SUPPLEMENTAL BENEFITS

	07/01/2012	03/17/2013
Elevator Constructor		
1st Term	\$24.00	\$25.41
2nd Term	\$24.50	\$25.92
3rd Term	\$25.51	\$26.97
4th Term	\$26.53	\$28.01
Modernization & Service/Repair		
1st Term	\$23.69	\$25.10
2nd Term	\$24.17	\$25.58
3rd Term	\$25.12	\$26.56
4th Term	\$26.06	\$27.54

4-1

Glazier	10/01/2012
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JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2012	11/01/2012	05/01/2013 Additional
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Glazier	\$ 47.75	\$ 48.60	\$ 1.50*
Scaffolding	\$ 48.75	\$ 49.60	\$ 1.50.

Repair & Maintenance:

Glazier ^o	\$ 26.50	\$ 26.50	\$ 1.50*
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* To be allocated at a future date

Repair & Maintenance- All repair & maintenance work on a particular building,
whenever performed, where the total cumulative contract value is under
\$100,000.00.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2012	11/01/2012	05/01/2013
Journeyworker ...	\$25.34	\$25.34	\$26.60
Repair & Maintenance: Glazier **	\$ 15.14	\$ 15.14	\$ 15.64

OVERTIME PAY

OVERTIME: See (C*, D* E2, 0) on OVERTIME PAGE.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

•• For Repair & Maintenance see (B, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2012	11/01/2012	05/01/2013 Additional
1st term	\$ 16.00	\$ 16.35	\$.50*
2nd term	\$ 23.81	\$ 24.24	\$.75*
3rd term	\$ 28.59	\$ 29.10	\$.90*
4th term	\$ 38.17	\$ 38.85	\$ 1.20*

• To be allocated at a future date

Supplemental Benefits:

(Per hour worked)

1st term	\$ 12.07
2nd term	\$ 17.28
3rd term	\$ 18.54
4th term	\$ 18.89

9-1281 (DC9 NYC)

Insulator - Heat & Frost

10/01/2012

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2012	12/31/2012
Insulators	\$61.08	*Additional
Heat & Frost		\$1.75/Hr

*Additional may be allocated
between Wages & Supplements

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$26.59
Heat & Frost	

OVERTIME PAY

See (A, D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

Apprentice Insulator(s)

1 year terms at the following wage rate.

1st	2nd	3rd	4th
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Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

\$24.43	\$36.65	\$42.76	\$48.86
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Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	2nd	3rd	4th
\$10.64	\$15.95	\$18.62	\$21.27

4-12

Ironworker

10/01/2012

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2012	01/01/2013 Additional	07/01/2013 Additional
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IRONWORKER:

Ironworker Rigger	\$ 49.50	\$ 1.50*	\$ 1.50*
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Ironworker Stone Derrickman	\$ 49.50	\$ 1.50*	\$ 1.50*
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- To be allocated at a future date

SUPPLEMENTAL BENEFITS

Ironworker: \$ 36.53

OVERTIME PAY

See (*A, 01, .E, Q, V) on OVERTIME PAGE

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, B, 10, *24, 25) on HOLIDAY PAGE

*Work stops at scheduled lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

(112) year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
01/01/2013	\$23.75	23.75	34.35	38.40	42.45	42.45
An additional	\$0.75*	\$0.75*	\$1.05*	\$1.20*	\$1.35*	\$1.35*
07/01/2013						
An additional	\$0.75*	\$0.75*	\$1.05*	\$1.20*	\$1.35*	\$1.35*

- To be allocated at a future date

Supplemental benefits

Per hour paid:

Registered Apprentice

1st term \$ 19.27

2nd term \$ 19.27

All others \$ 28.15

9-1970/R

Ironworker

10/01/2012

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2012

Ornamental	\$ 41.00
Chain Link Fence	\$41.00
Guide Rail Installation	\$ 41.00

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2012

Journeyworker: \$40.07

OVERTIME PAY

OVERTIME: See (A*,01,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES:Employed Prior to 8/01/2008

1st	2nd	3rd	4th	5th	6th
60%	65%	70%	80%	85%	95%

APPRENTICES:Employed After 8/01/2008

1st	2nd	3rd	4th	5th	6th
50%	50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2012

APPRENTICES:

1st Term	\$ 31.75
2nd Term	31.75
3rd Term	32.58
4th Term	33.41
5th Term	35.08
6th Term	36.74

4-580-Or

Ironworker

10/01/2012

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Brome, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

07/01/2012

01/01/2013

07/01/2013

Ironworker:

Structural	\$45.05	*additional	*additional
Bridges	+ \$2.00	\$2.45/Hr	\$2.00/Hr
Machinery			

*To be allocated to Wages or Benefits.

SUPPLEMENTAL BENEFITS

PER HOUR:

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Journeyman \$58.50

OVERTIME PAY

See (B",E**,Q,V) on OVERTIME PAGE.

• Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work *day* to a maximum of two hours on *any* regular work day (the ninth (9th) and tenth (10th) hours of work) and double time shall be paid for all work thereafter.

•• Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st Term	\$23.62	*additional	*additional
	+\$2.00/Hr	\$2.45/Hr	\$2.00/Hr
2nd Term	\$24.22	for all	for all
	+\$2.00/Hr	Terms	Terms
3rd - 6th			
Term	\$24.82		
	+\$2.00/Hr		

*To be allocated to Wages or Benifits

Supplemental Benefits

PER HOUR:

ALL TERMS \$41.86

4-40/361-Str

Ironworker

10/01/2012

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2012 07/01/2013

Reinforcing & Metal Lathing	\$ 49.73	Additional \$ 2.00-
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*To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing & Metal Lathing	\$ 29.98
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OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

Apprentices Registered BEFORE 6/29/2011

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

1st term	2nd term	3rd term
\$ 28.20	\$ 32.80	\$ 37.86

Apprentices Registered ON or AFTER 6/29/2011

\$ 17.71	\$ 22.71	\$ 27.71
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SUPPLEMENTAL BENEFITS

Per Hour:

Apprentices Registered BEFORE 6/29/2011

1st term	2nd term	3rd term
\$ 23.17	\$ 24.67	\$ 25.82

Apprentices Registered On or AFTER 6/29/2011

\$ 23.17	\$ 24.67	\$ 25.82
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6Reinf

Laborer

10/01/2012

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2012

Laborer/Excavation:

**Asbestos and Lead Abatement &
Removal.Hazardous Waste Removal

(including soil) \$ 38.70

Basic 38.70

Flagman 38.70

Pipelayer 38.70

"Tree Work, "Landscape 38.70

Notes: *Includes trimming, cutting, planting and/or removal of trees.

••Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 31.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

++ Except for Independence Day, holidays which fall on a Saturday will not be observed on the preceding Friday. When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (5, 6, 11) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2012

1st	0-1000	\$ 19.35
2nd	1001-2000	\$ 23.22
3rd	2001-3000	\$ 29.03
4th	3001-4000	\$ 34.83

Prevailing Wage Rate for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Supplemental Benefits per hour paid:

All Apprentices \$ 31.75

9-731Ex

Laborer

10/01/2012

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers •

• (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP 17: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 07/01/2012

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 54.59
Group 16	\$ 55.23
Group 17**	\$ 48.26

Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

**An additional \$3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: For jobs bid before July 1, 2010 employer shall pay \$6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be \$10.00 per day.

SUPPLEMENTAL BENEFITS

Per hour paid:

GROUP 14	\$ 39.79
GROUP 16	\$ 38.09
GROUP 17	\$ 35.23

Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

OVERTIME PAY

OVERTIME:

For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
For Repair Categories See (B, F, R*) on OVERTIME PAGE.
& Micro Tunneling

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

- Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

Laborer**10/01/2012****JOB DESCRIPTION** Laborer**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2012

Laborer:

Laborer-Concrete
(including flag person) \$ 37.55

SUPPLEMENTAL BENEFITS

Per Hour Worked \$ 25.62

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
See (B,E,Q,) for work below street level to top of foundation.

For Work done on Saturdays add an additional \$2.75 per hour to Supp. Benefits.

For work done on Sundays & Holidays add an additional \$5.50 per hour to Supp. Benefits.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Terms at the following percentage of Journeyworkers wage.

Term:	1st	2nd	3rd
Hours:	0-500	501-2000	2001-4000
	50%	65%	80%

Supplemental Benefits:
(Per Hour Worked)

0-1000 hrs	Over 1000 hrs
\$17.49.	\$ 22.87*

Additional Benefits:

Add the following benefits based on the criteria below:

501-2000 hours	2001-4000 hours
\$0.83*	\$1.65*

*For work on Saturdays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
\$ 1.38	\$ 1.79	\$ 2.20

*For work on Sundays & Holidays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
\$ 2.75	\$ 3.58	\$ 4.40

9-6A/18A/20-C

Laborer • Building**10/01/2012****JOB DESCRIPTION** Laborer - Building**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
 last Published on Oct 01 2012

Published by the New York State Department of Labor
 Kings County

WAGES

Per hour: 07/01/2012 01/01/2013
 Additional

Building Laborer-Demolition: \$ 34.60 S 1.00

• To be allocated at a future date

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeywork-car: \$ 22.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

1st	2nd	3rd	4th
\$20.81	\$21.81	\$ 23.31	\$25.81

Supplemental Benefits per hour paid:

Apprentices: \$ 14.70

9-79195

Laborer • Building

10/01/2012

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2012

Laborer/

Asbestos ,lead and \$35.10

Hazardous Material

Abatement

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Laborer \$15.10

OVERTIME PAY

See (8, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5,6, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following;

Per Hour: 07/01/2012

1st term	\$27.36
2nd Term	\$28.08
3rd Term	\$29.14
4th Term	\$31.25

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

SUPPLEMENTAL BENEFIT

Per Hour: 07/01/2012

ALL TERMS \$15.10

4-NYDC(78)

Laborer • Building

10/01/2012

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2012

Buildfng:

Plasterer Tender and

Spray Fireproofing. \$ 35.59

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 23.35

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
07/01/2012	\$21.0B	22.0B	23.58	26.08

Supplemental Benefits per hour paid:

Apprentices \$15.41**

•• Applies to all Apprentices.

9-30 (79)

Laborer • Building

10/01/2012

JOB DESCRIPTION Laborer - Buifding

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2012	01/01/2013 Additional	07/01/2013 Additional
Basic Laborer	\$ 35.59	\$ 1.00*	\$ 1.10•
Mason Tender	35.59	1.00*	1.10*
Interior Demolition	34.87	0.75*	

• To be allocated at a future dale

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2012

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Basic Laborer	\$ 23.05
Mason Tender	23.05
Interior Demolition	18.22

OVERTIME PAY

See (B, 82, I, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 25) on HOLIDAY PAGE
(Easter is paid at Time and One-half if worked)

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

07/01/2012 - Term:	1st	2nd	3rd	4th
Basic Laborer	\$ 21.0B	\$ 22.0B	\$ 23.58	\$ 26.08
Mason Tender	21.08	22.08	23.58	26.08
Interior Demolition	21.23	22.23	23.73	26.23

Supplemental Benefits per hour paid:

07/01/2012 - All Terms:	
Basic Laborer	\$ 15.41
Mason Tender	15.41
Interior Demolition	14.66

9-MTDC(79)

Laborer - Concrete & Asphalt Paving

10/01/2012

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Slurry Seal Coater, Maintenance Safety Surface, Small Equipment Operator, Small Power Tool Operator, Play Equipment Installer, Landscape Planting & Maintenance, Temporary Fence Installer & Repairs, Laborer.

Group 2: Shoveler, Small Equipment Operator on Asphalt work.

Per hour: 07/01/2012

Concrete Formsetter	\$ 42.21
Asphalt Screedman / Micro Paver	44.86
Asphalt Raker	44.37
Group 1	38.34
Group 2	41.0B

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2012

Journeyman	\$ 30.90
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (5, 11, 12, 20)* on HOLIDAY PAGE.

Overtime: See (21, 22)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will be paid only for the single time rate, plus one (1) days pay for the holiday.

**If an employee does not work on these holidays he shall receive no pay.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

If an employee works on any of these holidays he will receive the single rate plus 15% of same.

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms at the following wage rate.

1st	2nd	3rd
\$ 25.00	\$ 26.50	\$ 28.00

Supplemental Benefits per hour paid:

07/01/2012

1st year	\$ 15.55
2nd year	15.55
3rd year	15.55

9-1010HIH

Laborer - Trac Drill

10/01/2012

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour Paid: 07/01/2012

Hydraulic Trac Drill	\$ 46.22
Hydraulic Trac Drill Chuck Tender	40.00
Air Trac, Wagon, Quarry Bar	45.52
Power Tool (Chipper & Jackhammer)	44.59
Chuck Tender & Nipper	39.33
Blaster	50.34
Blaster Hydraulic	51.07
Powder Carrier	41.13
Magazine Keeper	27.05

SUPPLEMENTAL BENEFITS

Per Hour Paid: 07/01/2012

All Classifications \$ 28.04

OVERTIME PAY

Magazine Keeper See (B,H) on OVERTIME PAGE.

ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid: For Blaster See (5,6,11,13) on HOLIDAY PAGE.

FOR ALL OTHERS SEE (1) ON HOLIDAY PAGE.

Overtime: See (5,6,11,13) on HOLIDAY PAGE.

9-29

Laborer - Tunnel

10/01/2012

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 6: Tunnel Workers • (including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

07/01/2012

Laborer (Compressed Air):

GROUP 6	\$ 55.21
GROUP 7	\$ 54.20
GROUP 8,9	\$ 53.22
GROUP 10	\$ 46.30

Note: For jobs bid before July 1, 2010 employer shall pay \$6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be \$10. per day.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP S	\$40.27
GROUP ?	\$39.58
GROUP B,9	\$38.83
GROUP 10	\$37.20

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Comp Air

Mason

10/01/2012

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2012	07/01/2013
Brick/Blocklayer	\$51.97	*Additional \$1.97/Hr

*Additional to be allocated between Wages and or Benefits

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer	\$24.06
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OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
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Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

50% 60% 70% 80% 90%

Supplemental Benefits per hour:

All Apprentices \$ 13.88

4-1Brk

Mason • Building

10/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building:

Per Hour:	07/01/2012	07/01/2013
		Additional
Mosaic & Terrazzo Mechanic	\$ 45.93 plus \$ 1.25*	\$ 1.25*
Mosaic & Terrazzo Finisher	\$ 44.36 plus \$ 1.22*	\$ 1.23*

- To be allocated at a future date

SUPPLEMENTAL BENEFITS

Journeyworker:

Mechanic	\$ 29.75
Overtime•	\$ 38.45
Overtime**	\$ 47.15

Finisher	\$ 29.75
Overtime*	\$ 38.45
Overtime**	\$ 47.15

- Applies to overtime on weekdays & Saturdays
- Applies to overtime hours on Sundays & Holidays & work on Saturdays over 10 hours

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 Hour) terms at the following amount of the Terrazzo Mechanic's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1500-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
\$22.97	\$25.26	\$27.56	\$29.85	\$32.15	\$34.45	\$39.04	\$43.63

Supplemental benefits per hour paid:

(750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

9-7/3

Mason • Building

10/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

WAGES

Per hour:	07/01/2012	12/03/2012
		Additional
Building:		
Tie Setters	\$ 49.64 plus \$ 1.43*	\$ 1.43*

*to be allocated at a future date

SUPPLEMENTAL BENEFITS

Journeyworker :

Per Hour:

Tile Setters	\$ 27.56
Overtime •	37.56*
Overtime..	47.56**

*Applies to overtime on weekdays & Saturdays

••Applies to Sundays & Holidays, & over 10 hours on Saturdays

OVERTIME PAY

See (A, *E, **Q) on OVERTIME PAGE

• Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hr) terms at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
	\$25.45	\$28.29	\$32.15	\$33.79	\$36.49	\$37.81	\$43.32	\$48.57	\$49.64

07/01/2012 - Apprentices receive an additional amount* based on term.

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$0.65	\$0.72	\$0.78	\$0.85	\$0.91	\$0.98	\$1.11	\$1.24

12/03/2012 - Apprentices receive an additional amount* based on term.

Term:	1st	2nd	3rd	4th	5th	6th	7th	6th
	\$0.65	\$0.72	\$0.78	\$0.85	\$0.91	\$0.96	\$1.11	\$1.24

*To be allocated at a future date

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	6th	9th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
	\$13.15	\$14.17	\$14.17	\$16.39	\$17.55	\$20.09	\$22.30	\$24.79	\$27.56

9-7/52

Mason - Building

10/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2012	01/01/2013
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Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Per Hour:

Journeyworker \$ 27.08

OVERTIME PAY

See (A, *E, O, Q, VJ on OVERTIME PAGE

- Work beyond 7 hours on Saturday shall be paid at double the hourly wage rate.
- When an observed holiday falls on a Sunday, it will be observed the next day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	6th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
\$ 26.60	\$29.26	\$31.92	\$34.58	\$37.24	\$39.90	\$45.22	\$50.54

07/01/2012 - Apprentices receive an additional amount* based on term of Apprentice:

1st	2nd	3rd	4th	5th	6th	7th	6th	9th
\$0.65	\$0.72	\$0.76	\$0.85	\$0.91	\$0.96	\$1.11	\$1.24	\$1.30

01/01/2013 - Apprentices receive an additional amount* based on term of Apprentice:

\$0.65	\$0.72	\$0.76	\$0.65	\$0.91	\$0.98	\$1.11	\$1.24	\$1.30
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*To be allocated at a future date

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	6th
\$21.10	\$21.69	\$22.29	\$22.69	\$23.49	\$24.09	\$25.29	\$26.46

9-714

Mason - Building

10/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2012	12/03/2012
		Additional
Building:		
Tile Finisher	\$ 39.28	\$ 1.16*
	plus \$1.18*	

- To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 24.52
Overtime•	33.02*
Overtime••	41.52..

- Applies to weekdays & Saturdays
- Applies to overtime hours on Sunday & Holidays, and work on Saturdays over 10 hours.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

9-7/88-tf

Mason - Building

10/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2012	01/01/2013 Additional
Marble, Stone, etc. Finishers	\$ 20.15 plus \$.50"	\$.50*

- To be allocated at a future date

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour.

Marble, Stone, etc Finisher	\$ 10.86
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OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

Double hourly rate after 7 hours on Saturday

HOLIDAY

Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour:

(750 hour) terms at the

following wages: 07/01/2012

1st term 0-750	\$ 14.32
2nd term 750-1500	15.14
3rd term 1501-2250	15.94
4th term 2251-3000	16.77
5th term 3001-3750	17.99
6th term 3751-4500	19.62

07/01/2012 - Apprentices receive an additional amount*:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th
\$0.25	\$0.28	\$0.30	\$0.33	\$0.35	\$0.38	\$0.43	\$0.48	\$0.50

01/01/2013 - Apprentices receive an additional amount*:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th
\$0.25	\$0.28	\$0.30	\$0.33	\$0.35	\$0.38	\$0.43	\$0.48	\$0.50

* To be allocated at a future date

Supplemental Benefits:
(Per Hour)

1st term	\$ 10.79
2nd term	10.80
3rd term	10.81
4th term	10.82
5th term	10.83
6th term	10.86

9-7/24M-MF

Mason - Building / Heavy & Highway

10/01/2012

JOB DESCRIPTION Mason - Building / Heavy & Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

WAGES

Per hour: 07/01/2012 01/01/2013
Additional

Marble-Finisher \$ 43.15 plus \$ 1.00* \$ 0.90*

- To be allocated at a future date

SUPPLEMENTAL BENEFITS

Journeyworker: \$ 26.48

OVERTIME PAY

See (A, *E, Q, V) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

* Work beyond 7 hours on a Saturday shall be paid at double the rate.

•• When an observed holiday falls on a Sunday, it will be observed the next day.

REGISTERED APPRENTICES

Wages:

750 hour terms at the following percentage of Journeyworkers wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	60%	65%	70%	75%	85%	95%

Supplemental Benefits: 07/01/2012

1st-6th terms \$ 14.50 + term
wage % of \$9.83

7th and 8th terms \$ 24.33

9-7/20-MF

Mason • Building / Heavy & Highway

10/01/2012

JOB DESCRIPTION Mason - Building / Heavy & Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2012 07/01/2013
Additional
Cement Mason \$ 44.63 \$ 1.00*

- To be allocated at a future date.

•• IMPORTANT NOTICE ••

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 32.37

OVERTIME PAY

See (*81, E2, **Q, V) on OVERTIME PAGE

- Applies to 9th and 10th hours on Saturday

•• "Holidays" only for Building Construction

••• Additional \$10.18 to be added to all Time and a Half hours paid

HOLIDAY

Building Construction - See (5, 6 & 25) on HOLIDAY PAGE

Heavy Highway Construction - See (1) on HOLIDAY PAGE

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

Apprentices:

1st term	\$ 22.11
2nd term	24.16
3rd term	26.21

4-780

Mason • Building / Heavy&Highway

10/01/2012

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)

Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2012

Stone Setter	\$57.61
Stone Tender	\$39.28

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	\$ 24.96
Stone Tender	\$ 16.01

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

• On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

..The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work First 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(BOO hour) terms at the following wage rate per hour:

1st	2nd	3rd	4th	5th	6th
\$28.81	\$34.57	\$40.32	\$46.09	\$51.85	\$57.61

Supplemental Benefits:

All Apprentices \$15.53

4-1Stn

Mason • Heavy&Highway

10/01/2012

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2012

Pointer, Cleaner & Caulkers	\$ 44.56
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Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & \$ 20.81
Caulkers

OVERTIME PAY

See {B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

	07/01/2012			
	1st	2nd	3rd	4th
	\$25.40	\$28.76	\$33.43	\$39.92

Apprentices Supplemental Benefits:
(per hour paid)

\$3.05	\$7.00	\$10.00	\$10.00
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4-1PCC

Operating Engineer - Building

10/01/2012

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Wages:

(Per Hour) 07/01/2012 07/01/2013
Additional

Building Constr:

Party Chief	\$55.74	\$2.42
Instrument Man	\$43.30	\$2.07
Rodman	\$27.97	\$1.63

Steel Erection:

Party Chief	\$55.74	\$2.52
Instrument Man	\$43.49	\$2.16
Rodman	\$29.25	\$1.73

Heavy Construction:

Foundation, Excavation.,
etc.

Party Chief	\$60.28	\$3.22
Instrument man	\$44.28	2.61
Rodman	\$37.11	2.39

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

All Classifications \$ 29.78

Premium•

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
 Last Published on Oct 01 2012

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 Kings County

All Categories \$ 38.47

Premium**

All Classes \$ 53.16

*Apply to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the regular rate are paid

OVERTIME PAY

See (A, B, •E, Q) on OVERTIME PAGE

• Doubletime paid on the 8th hour on Saturday.

Note: Overtime code "A" applies to Building Construction Category.

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

••Applies to Building Construction category

9-15Db

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

10/01/2012

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights) (Driving maintenance trucks and mounted-welded machines) - All Pumps (excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies (When three or more are on jobsite), Skid-Steer and similar machines

Group 2: Maintenance of: Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses. Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers (Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

Group 4: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7), Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting; When three or more motorized concrete buggies(Ride type) are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades(C.M.1.) is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour	07/01/2012	07/01/2013 Additional
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Steel Erection:

Group 1	\$ 55.44	\$ 2.52*
Group 2	51.92	2.42*
Group 3	39.69	2.06*

Building Construction:

Group 1	\$ 52.58	\$ 2.37*
Group 2	40.97	2.04*
Group 3	50.01	2.30*
Group 4	37.28	1.94*
Group 5	32.30	1.84*

Heavy Construction:

Group 1	\$ 37.56	\$ 2.45*
Group 2	38.53	2.49*
Group 3	74.44	3.77*
Group 4	56.74	3.14*

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2012
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All Classifications	\$ 31.12
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Premium Time	\$ 55.84
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OVERTIME PAY

See (D, 0) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th.
07/01/2012	\$21.64	\$27.05	\$29.75	\$32.45

Supplemental Benefits:

Per Hour:

All Apprentices:	\$ 20.12
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Premium Time	\$ 33.84
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9-15Ab

Operating Engineer -Building / Heavy&HJghwav

10/01/2012

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond .

WAGES

EQUIPMENT COVERED: Jet-Rodder Vacuum Truck, Flusher, Sewer Rodder, Slec Hoist and similar, Sewer Winch Tugger Hoist and similar, Vacuumactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
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Kings County

Per Hour:

	07/01/2012	07/01/2013
Maintenance Engineer (Sewer Systems)	\$ 56.74	Additional \$ 3.14.

• To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Journeyman	\$ 31.12
Premium Time	\$ 55.84

OVERTIME PAY

See (D, 0) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

Apprentices:

1st	2nd	3rd	4th
\$21.64	\$27.05	\$29.75	\$32.45

Supplemental Benefits:

Per Hour:

All Apprentices : \$ 20.12

Premium Time \$ 33.84

9-15Sewer

Operating Engineer - Building & Steel Erection

10/01/2012

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2012

Building Construction & Steel Erection:

STEEL ERECTION:

Three Drum Derricks	\$ 68.77
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	\$ 66.22
Compressors, Welding Machines, Bridge Inspection Machines, Moog and machines of a similar nature)	\$ 40.88
Compressors (Not combined with welding machines)	\$ 39.13

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes	\$ 67.05
Double Drum	\$ 63.25
4 Pole Hoists and Single Drum Hoists	\$ 61.06
Fork Lifts, Plaster (Platform Machine) Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	\$ 55.46

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

House Cars and Rack & Pinion	\$ 50.60
*House Cars (New Projects)	\$ 40.38
Erecting and dismantling of Cranes	\$ 61.72

Compressors, Welding Machines (Cutting Concrete-Tank Work),
Paint Spraying, Sand Blasting, Pumps (With the exclusion of
concrete pumps), House Car (Settlement basis only), All
Engines irrespective of power (Power-Vac) used to drive
auxiliary equipment Air, Hydraulic, etc., Bollers, Jacking System
\$ 41.32

*APPLIES TO PROJECTS STARTED AFTER 07/01/2011.

APPLICABLE TO ALL CATEGORIES:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 1.75/hr
150' to 249' •	2.00/hr
250' to 349' •	2.25/hr
350' to 450' "	2.75/hr
Tower Crane	2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

All Operator Classes \$ 30.43

Premium Time \$ 55.41

OVERTIME PAY

See (*C, **D, 0) on OVERTIME PAGE

*Note: Applies to Building Construction category

*Note: Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 7, B, 11, 12, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 6, 11, 12, 16) on HOLIDAY PAGE

Note:

Codes 6 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	07/01/2012		
	1st	2nd	3rd
	\$ 26.34	\$ 32.93	\$ 39.52

Supplemental Benefits Per Hour:

Straight Time \$ 20.43

Premium Time \$ 35.41

9-14 B&S

Operating Engineer - Heavy Construction

10/01/2012

JOB DESCRIPTION Operating Engineer - Heavy Construction

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Group 1: Tower Crane/Climbing Crane

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons). Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable. 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill

Group 16: Boilers(High pressure),Compressors , Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Group 17: Utility-Horizontal Boring Rig

Group 18:Utility Compressors

Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Rota-Mill

Group 20: Paving-Asphalt Roller

Group 21 Paving-Asphalt Plant

Group 22: Roller (non paving, all sizes)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roostabout Cranes, Conveyers, Balast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25:Post Hole Digger,Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks.Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oiler (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oiler (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28:Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour)

	07/01/2012	07/01/2013
Group 1	\$ 81.09	Additional \$ 3.98*

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

Group 2	66.70	3.47*
Group 3	68.86	3.55*
Group 4	67.21	3.49*
Group 5	65.86	3.44*
Group 6	63.18	3.34*
Group 7	64.38	3.39*
Group 8	62.51	3.32*
Group 9	61.14	3.27*
Group 10	58.43	3.17*
Group 11	54.50	3.03
Group 12	55.73	3.08*
Group 13	56.19	3.09*
Group 14	50.27	2.88*
Group 15	42.11	2.59*
Group 16	39.03	2.48*
Group 17	59.39	3.21*
Group 18	38.78	2.47*
Group 19	62.51	3.32*
Group 20	60.85	3.26*
Group 21	51.32	2.92*
Group 22	60.95	3.36*
Group 23	58.75	3.21*
Group 24	57.00	3.15*
Group 25	54.09	3.04.
Group 26	51.19	2.94*
Group 27	35.50	2.38*
group 28	52.46	3.04*

• To be allocated at a future date

Cranes: Crawler or Truck

100' to 149'	\$0.50 per hour additional to above Crane Rates
150' to 249'	\$0.75 per hour additional to above Crane Rates
250' to 349'	\$1.00 per hour additional to above crane Rates
350' to 450'	\$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Groups 1-22	
Regular Time	\$ 30.43
Premium Time	\$ 55.41

Groups 23-28	
Regular Time	\$ 31.12
Premium Time	\$ 55.84

OVERTIME PAY

See (D, 0) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	
Groups 1-22	\$26.34	\$32.93	\$39.52	
Apprentices:	1st	2nd	3rd	4th
Groups 23-28	\$21.64	\$27.05	\$29.75	\$32.45

Supplemental Benefits:

Per Hour:

Apprentices:	
Groups 1-22	
Regular Time	\$ 20.43

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

Premium Time \$ 35.41

Groups 23-28

Regular Time \$ 20.12

Premium Time \$ 33.84

9-14 HC

Operating Engineer • Marine Construction

10/01/2012

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2012

CLASS A

Operator, Leverman, \$ 32.89

Lead Dredgeman

CLASS A1

Dozer, Front Loader

Operator

To conform to Operating Engineer
Prevailing Wage In locality where work
is being performed including benefits.

CLASS B

Spider/Spill Barge Operator,

\$ 28.49

Tug Operator (over 1000hp),

Operator II, Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

Certified Welder,

\$ 26.84

Boat Operator (licensed)

CLASS C

Drag Barge Operator,

\$ 26.14

Steward, Mate,

Assistant Fill Placer,

Welder (please add) \$ 0.06

Boat Operator

\$ 25.29

CLASS D

Shoreman, Deckhand,

\$ 21.09

Rodman, Scowman, Cook,

Messman, Porter/Janitor

Oiler (please add) \$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B
07/01/2012
\$ 8.45 plus 7%
of straight time
wage overtime hours
add \$ 0.63

All Class C
\$ 8.10 plus 8%
of straight time
wage overtime hours

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

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Kings County

add \$ D.48

All Class D

\$ 7.85 plus 8%
of straight lime
wage overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Painter		10/01/2012	
JOB DESCRIPTION Painter		DISTRICT 9	
ENTIRE COUNTIES			
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester			
WAGES			
Per hour:	07/01/2012	11/01/2012	05/01/2013
Brush	\$ 39.85	\$ 40.35	\$ 41.85
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	\$ 39.85	\$ 40.35	\$ 41.85
Spray & Scaffold	\$ 42.85	\$ 43.35	\$ 44.85
Fire Escape	\$ 42.85	\$ 43.35	\$ 44.85
Decorator	\$ 42.85	\$ 43.35	\$ 44.85
Paperhanger/Wall Coverer	\$ 37.44	\$ 37.44	\$ 39.00
*Before calculating premium pay, deduct \$0.10 from hourly wage rate. Does not apply to paperhanger.			
SUPPLEMENTAL BENEFITS			
Per hour worked:	07/01/2012	11/01/2012	05/01/2013
Paperhanger	\$ 29.71	\$ 29.72	\$ 29.73
All others	\$ 20.97	\$ 20.97	\$ 20.97
Premium	\$ 23.09*	\$ 23.47*	\$ 23.47*
• Applies only to "All others" category, not paperhanger journeyman.			
OVERTIME PAY			
See (A, H) on OVERTIME PAGE			
HOLIDAY			
Paid:	See (1) on HOLIDAY PAGE		
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE		
REGISTERED APPRENTICES			
Indentured after 5/31/13 (1) year terms at the Following wage rate. (per hour)			
	07/01/2012	11/01/2012	05/01/2013
Appr 1st term...	\$ 15.05	\$ 15.25	\$ 15.65
Appr 2nd term...	\$ 19.76	\$ 19.91	\$ 20.76
Appr 3rd term...	\$ 23.94	\$ 24.24	\$ 25.14
Appr 4th term...	\$ 31.92	\$ 32.32	\$ 33.52
Supplemental benefits: (per Hour worked)			
Appr 1st term...	\$ 10.23	\$ 10.23	\$ 10.23
Appr 2nd term...	\$ 12.92	\$ 12.92	\$ 12.92
Appr 3rd term...	\$ 15.20	\$ 15.20	\$ 15.20
Appr 4th term...	\$ 19.70	\$ 19.70	\$ 19.70
Painter		9-NYDC9-B/S	
		10/01/2012	

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

JOB DESCRIPTION Painter**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Alfantlc Beach, Ceaderhurst, East Rockaway.Hewlett,Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, bng Beach, parts of Lynbrook, parts of Oceanside,parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd.the west side of Lakeville Rd to Northern Blvd.At Northern Blvd doing east the district north or Northam blvd to Port Washington blvd.West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:

	07/01/2012	12/26/2012	06/26/2013	01/01/2014
Drywall Taper	\$ 47.48	\$ 47.98	\$ 48.48	\$ 48.98

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 18.22

OVERTIME PAY

See (A, H) on OVERTIME PAGE

Before calculating premium pay subtract \$ 4.16 from hourly wage rate

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms at the following percentages of journeyworker rate (year consists of 1500 hours).

	07/01/2012	12/26/2012	06/26/2013	01/01/2014
1st term	\$ 17.43	\$ 17.63	\$ 17.83	\$ 48.98
2nd term	\$ 28.53	\$ 28.83	\$ 29.13	\$ 29.43
3rd term	\$ 38.01	\$ 38.41	\$ 38.81	\$ 39.21

Note: Before calculating premium pay, deduct the amount shown below from
Apprentice hourly wage.

1st term	\$.10 from hourly wage rate
2nd term	\$ 2.54 from hourly wage rate
3rd term	\$ 3.35 from hourly wage rate

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	\$ 10.35
2nd term	\$ 14.17
3rd term	\$ 16.20

9-NYC9-1974-DWT

Painter - Bridge & Structural Steel**10101/2012****JOB DESCRIPTION** Painter - Bridge & Structural Steel**DISTRICT** 9**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked: 07/01/2012 10/1/2012

STEEL:

Bridge Painting	\$ 51.23	\$ 52.23
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Power Tool/Spray Additional \$6.00 per hour above hourly rate, whether straight time or overtime

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Note: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour Worked:

	07/01/2012	10/01/2012
Journeyworker	\$ 26.80* \$ 31.04°	\$ 27.05
Hourly Rate after 40 hours from May 1st to Nov. 15th	\$ 6.75 only	
Hourly Rate after 50 hours from Nov. 16th to April 30th	\$ 6.75 only	

*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

••For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

NOTE: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms	1st	2nd	3rd
07/01/2012	\$ 20.55	\$ 30.78	\$ 41.00
10/01/2012	\$ 20.95	\$ 31.38	\$ 41.80
Supplemental Benefits per hour worked:			
07/01/2012	\$ 8.35	\$ 19.00	\$ 22.90
10/01/2012	\$ 8.70	\$ 19.15	\$ 23.10

9-DC-91806/155-BrSS

Painter • Line Striping

10/01/2012

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2012
Striping-Machine Operator•	\$26.61 plus an additional \$0.50**
Linnerman Thermoplastic	\$31.87 plus an additional \$0.50**

•• To be allocated at a future date

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2012
Journeyworker:

Striping-Machine operator \$ 14.18
Linerman Thermoplastic \$ 14.55

OVERTIME PAY

See (*B, **02, E, E2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-BA/2BA-LS

Painter • Metal Polisher

10/01/2012

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2012

Metal Polisher \$ 26.11
Metal Polisher** \$ 27.02
Metal Polisher*** \$ 29.61

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Journeyworker:
All classification \$ 12.92

OVERTIME PAY

See (8, E, Q, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
One (1) year term at the following wage rates:

1st	2nd	3rd
\$13.50	\$15.00	\$18.00

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$10.27	\$10.39	\$10.63

9-6A/28A-MP

Plasterer

10/01/2012

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES

New York: Includes work in all islands in New York City, except Manhattan.

WAGES

Per hour: 07/01/2012

Building:

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Plasterer/Traditional \$ 35.53

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker \$ 21.60

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, B, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
(per hour)

(1) year terms at the following % Journeyworkers wage rate.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:

(per hour paid):

(1) year term broken down into six month periods:

1st year:

1st six months	\$ 8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33
6th six months	15.33

9-530-Z1

Plumber

10/01/2012

JOB DESCRIPTION: Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour worked: 07/01/2012

Plumber \$ 52.04

Residential** \$ 36.97

Repairs & Alterations* \$ 32.84 plus \$0.80***

*Repair & alteration work is any repair and/or replacement or present plumbing system that does not change existing roughing or water supply lines.

°(RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

..*To be allocated at a future date

THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,
an additional \$1.00 per hour.

SHIFT WORK:

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(?) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2012

Plumber: Journeyworker	\$36.91
Residential	\$25.46
Repairs & Alterations	\$15.25

OVERTIME PAY

OVERTIME:

Plumber	See (C, O, V) on OVERTIME PAGE.
Residential	See (D, O, V) on OVERTIME PAGE.
Repairs & Alterations	See (B, H) on OVERTIME PAGE.

Before calculating premium pay, subtract \$ 0.28 from regular hourly wage rate.

HOLIDAY

HOLIDAY:

Plumber & Residential	
Paid:	See (1) on HOLIDAY PAGE.
Overtime:	See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Repairs & Alterations	
Paid:	See (1) on HOLIDAY PAGE.
Overtime:	See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages:

(Per Hour)

(1/2) year terms at the following wage:

•Apprentices:	1st&2nd	3rd&4th	5th&6th	7th&8th	9th	10th
07/01/2009	\$14.28	\$18.44	\$20.34	\$23.19	\$24.59	\$36.66

Supplemental Benefits per hour paid:

(1/2) year term at the following dollar amount:

07/01/2009	1st	2nd	3rd-10th
	\$.43	\$2.68	\$15.97

*Note: The Repairs & Alterations Category has NO Apprentices.

9-1

Roofer

10/01/2012

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2012

Roofer/Waterproofer	\$ 39.00
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SUPPLEMENTAL BENEFITS

Journeyworker	\$27.92
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OVERTIME PAY

See (8, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Apprentice:	1st	2nd	3rd	4th
	\$ 4.24	\$ 14.13	\$ 16.88	\$ 21.03

9-8R

Sheetmetal Worker

10/01/2012

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2012

Sign Erector \$43.30

*NOTE: Overhead Highway Signs and Structurally Supported Signs
(See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Sign Erector \$41.44

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of
Sign Erectors wage rate:

1st Term	35%	2nd Term	40%
3rd Term	45%	4th Term	50%
5th Term	55%	6th Term	60%
7th Term	65%	8th Term	70%
9th Term	75%	10th Term	80%

SUPPLEMENTAL BENEFITS

Per Hour:

1st Term	\$13.20	2nd Term	\$14.69
3rd Term	16.19	4th Term	17.69
5th Term	23.27	6th Term	24.89
7th Term	27.17	8th Term	28.80
9th Term	30.47	10th Term	30.47

4-137-SE

Sheetmetal Worker

10/01/2012

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2012

Sheetmetal Worker \$48.90

Temporary Operation
or Maintenance or Fans \$39.77

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

Sheetmetal Worker \$39.16

Maintenance Worker \$39.16

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

For Maintenance See Codes B, E & Q

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 Month Terms as Follows:

1st Term	\$16.41
2nd Term	\$19.80
3rd Term	\$21.35
4th Term	\$24.04
5th Term	\$25.30
6th Term	\$27.43
7th Term	\$33.35
8th Term	\$35.95
9th Term	\$38.98

Supplemental Benefits as Follows:

1st Term	\$18.01
2nd Term	\$19.76
3rd Term	\$21.47
4th Term	\$23.21
5th Term	\$24.77
6th Term	\$26.81
7th Term	\$30.23
8th Term	\$31.34
9th Term	\$32.45

4-28

Steamfitter

10/01/2012

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2012

Steamfitter/Maintenance & AC Service Work \$36.55

Refrigeration, AJC, Oil Burner and Stoker Service and Repair.

Refrigeration Compressor installation up to 5hp (combined).

Air Condition /Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter/Maintenance & AC Service Work \$9.35

OVERTIME PAY

OVERTIME:.....See (B, E, a, s) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid:.....See (2, 6, 9, 10, 11, 15, 17, 26, Memorial Day) on HOLIDAY PAGE.

Overtime:..... • (2, 6, 9, 15, 17)

...(10, 11, 26, Memorial Day)

4-6388-StrmFtrRef

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
 Last Published on Oct 01 2012

Published by the New York State Department of Labor
 Kings County

Steamfitter

10/01/2012

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2012 12/26/2012

Steam/Sprinkler Fitter	\$56.81	*Additional \$0.75/Hr
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Temporary Heat & AC	\$43.19	*Additional \$0.75/Hr
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*Additional to be allocated to
 either Wages or benefits.

NOTE: Add 30% to Hourly Wage for "Contracting Agency"
 Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Steam/Sprinkler Fitter	\$44.96
---------------------------	---------

Temporary Heat & AC	\$36.24
------------------------	---------

OVERTIME PAY

See (C, *D, 0, V) on OVERTIME PAGE

(•D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED \$15,000,000.00
 and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED \$ 1,500,00.00

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$22.76	\$28.44	\$36.95	\$45.46	\$48.30

SUPPLEMENTAL BENEFIT

Per Hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$18.83	\$23.20	\$29.72	\$36.35	\$38.43

4-63BA-StmSpFtr

Survey Crew Consulting

10/01/2012

JOB DESCRIPTION Survey Crew Consulting

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.

Categories cover GPS & underground surveying.

Prevailing Wage Rates for 07/01/2012 - 06/30/2013
Last Published on Oct 01 2012

Published by the New York State Department of Labor
Kings County

WAGES: (per hour)

07/01/2012

Survey Rates:

Party Chief....	\$ 33.70
Instrument Man..	\$ 28.38
Rodman.....	\$ 25.02

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 11.70

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16 on HOLIDAY PAGE

9-15dconsult

Teamster - Heavy Construction

10/01/2012

JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New YQrk, Queens, Richmond

WAGES

Per Hour: 07/01/2012

Truck Driver/Chauffer (Debris Removal, Street Level and below)

Truck Drivers \$37.005

Tractor Trailers \$37.005

Euclid/Turnapull \$37.57

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications \$29.30+
*\$9.4525

- This Portion Calculated at Same Premium as Shown for Overtime.

OVERTIME PAY

See (B, E, Q, "T) on OVERTIME PAGE

- Applies to Holidays that fall in codes 5 and 6 below

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed B hours)

4-282

Welder

10/01/2012

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2012

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

THE CITY OF NEW YORK

OFFICE OF THE COMPTROLLER

BUREAU OF LABOR LAW

PAYROLL REPORT

TO BE SUBMITTED WITH REQUISITION FOR PAYMENT

NAME OF PRIME CONTRACTOR		AGENCY													
NAME OF CONTRACTOR/SUBCONTRACTOR		ADDRESS				PHONE #		PAYROLL #		TAX I.D.#					
CONTRACT REGISTRATION #		JOB CODE		WEEK ENDING DATE		PROJECT NAME & LOCATION									
(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
NAME ADDRESS LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER	LIST TRADE & CHECK CLASSIFICATION JOURNEYMAN APPRENTICE (NYS DOL REGISTERED) HELPER	TIME	DAY AND DATE				TOTAL HOURS	BASE RATE OF PAY PER HOUR	TOTAL BASE PAY	SUPPLEMENTAL BENEFITS			GROSS PAY	TOTAL TAX & OTHER DEDUCTIONS	NET PAY
										RATE PER HOUR	PAID TO (Local# Union is checked)	TOTAL BENEFITS PAID			
			HOURS WORKED EACH DAY												
	a:	RT									U Local#				
	OH	OT									E				
	OJ	RT									U Local#				
	DA										E				
	OH	OT									O				
	OJ	RT									U Local#				
	DA										E				
	OH	OT									O				
	DJ	RT									U Local#				
	DA										E				
	OH	OT									O				
	DJ	RT									U Local#				
	DA										E				
	OH	OT									O				
	OJ	RT									U Local#				
	DA										E				
	OH	OT									O				

INSTRUCTIONS ON REVERSE SIDE

FALSIFICATION OF THIS STATEMENT IS A PUNISHABLE OFFENSE

This certified payroll has been prepared in accordance with the instructions contained on the reverse side of this form. I certify that the above information represents wages and supplemental benefits paid to all persons employed by my firm for construction work on the above project during the period shown. I understand that falsification of this statement is a punishable offense.

SIGNATURE

NAME (Print)

TITLE

DATE

,20



Instructions for the Preparation and Submission of a Payroll Report

1. All persons who performed any on-site construction activity, during the period of the requisition, shall be listed on the Payroll Report.
2. Separate Payroll Reports shall be submitted by the prime contractor and each subcontractor who performed any on-site construction activity during the period of the requisition.
3. Failure to provide the required Payroll Report may result in the requisition for payment being returned unpaid or the payment being reduced.
4. **PAYROLL REPORT HEADING:** The Payroll Report Heading shall require the following information:

NAME OF PRIME CONTRACTOR: Enter the name of the firm that has entered into the contract with the New York City government agency.

NAME OF CONTRACTOR / SUBCONTRACTOR : The legal name of the firm submitting the Payroll Report shall be placed immediately below this designation. Circle either the word CONTRACTOR or SUBCONTRACTOR as applicable.

ADDRESS: Insert the current address (i.e., street, city, state and zip code) of the firm submitting the Payroll Report.

PHONE NO.: Enter the telephone number of the firm submitting the Payroll Report in the space provided.

AGENCY : Enter the name of the New York City government agency that has the contract with the Prime Contractor.

PAYROLL NO.: In the space provided, enter the Payroll Number of the Contractor or Subcontractor.

CONTRACT REG. NO.: Enter the Contract Registration Number here. This may be obtained from the "Notice of Award" and / or the "Order to Commence Work" letters.

JOB CODE: In the space provided, enter the Contractor/ Subcontractor's in-house labor distribution code or job number where applicable.

WEEK ENDING DATE: In the space provided, enter the last date of the pay-week (i.e., month, day, year).

PROJECT NAME & LOCATION: In this space, enter the Project Name and Location where contract work is being performed.

TAX I.D. NO.: Enter in this space the Federal Tax Identification Number of the firm submitting the Payroll Report.

5. For every employee who performed any on-site construction activity during the period of the Payroll Report, the following information shall be provided:
 - 1) **NAME, ADDRESS, LAST FOUR DIGITS OF THE SOCIAL SECURITY NO.:** The legal name, current address and the last four digits of the social security number of each employee. (Employers must keep the full social security number on file for each of their covered workers.) If the employee has no social security number, please list his/her IRS Individual Taxpayer Identification Number and mark it "ITIN".
 - 2) **LIST TRADE & CHECK WORK CLASSIFICATION:** Specify and insert the Trade applicable to the work performed by each employee. The Trade identified must be one listed on the Prevailing Wage & Supplemental Benefits Schedule of the Comptroller, i.e., Electrician, Laborer, etc. Check next to the letter J if the individual is a Journeyperson. Check next to the letter A if the person is a Registered Apprentice with the Department of Labor of the State of New York. Check next to the letter H only if the person is a Helper in a trade classification that has Helper rates listed in the Comptroller's Schedule of Prevailing Wages.
 - 3) **TIME:** RT indicates Regular Time, and OT indicates Overtime.
 - 4) **DAY AND DATE:** Below this heading, in the first row, enter the appropriate sequence of the contractor's pay records. MTWTFSS, for example, is the sequence to use if the workweek ends on a Sunday, and SSMTWTF is the sequence if the workweek ends on a Friday. In the second row, below each letter representing the day of the workweek, insert the corresponding date. Below the heading HOURS WORKED EACH DAY, at the intersection of the column of the particular day and date and the horizontal row of the employee's name, insert the hours worked each day in the appropriate box either for RT (Regular Time) and / or OT (Overtime). If an employee worked Shift Time, the RT (Regular Time) row shall be used and adjusted accordingly.
 - 5) **TOTAL HOURS:** Add the hours worked for Regular and / or Shift Time with the hours worked for Overtime, and enter separate totals in this column.
 - 6) **BASE RATE OF PAY PER HOUR:** Specify the actual base rate of pay per hour paid to the employee. Do not include supplemental benefits in this amount.
 - 7) **TOTAL BASE PAY:** Total amount earned by the employee, not including benefits.

SUPPLEMENTAL BENEFITS:

- 8) **RATE PER HOUR:** Amount of supplemental benefits paid / provided per hour.
- 9) **PAID TO:** Place a check mark in the appropriate box: U for Union if benefits paid to a Union, E for Employee if benefits paid in cash (or check) directly to the Employee, or O for Other, if benefits are otherwise paid / provided to the employee. If U is checked, you must insert the "Local" number of the union in that box.
- 10) **TOTAL BENEFITS PAID:** Total amount of supplemental benefits paid / provided for the workweek to the employee.
- 11) **GROSS PAY:** Total amount earned for workweek. This amount comprises the Total Base Pay plus any benefit paid in cash (or check) directly to the employee [i.e., column (7) + column (9) E if Box E is checked and payment made directly to employee]. No other type of benefit should be included in this column's total.
- 12) **TOTAL TAX AND OTHER DEDUCTIONS:** Enter the sum total of all deductions in this column (including FICA, Federal, State and City Taxes, etc.). This does not absolve you from maintaining appropriate tax and other records required by law).
- 13) **NET PAY:** Total amount of pay after all deductions (i.e., the actual Take-Home Pay).

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**FEDERAL CONTRACT COMPLIANCE REGULATIONS
NON-DISCRIMINATION CLAUSE AGREEMENT**

During the term of this subcontract, Subcontractor agrees as follows:

(1) Subcontractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Subcontractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

(2) Subcontractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

(3) Subcontractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Subcontractor.

(4) It shall be no defense to a finding of noncompliance with this non-discrimination clause that Subcontractor had delegated some of its employment practices to any union, training program or other source of recruitment that prevents it from meeting its obligations. However, if, the evidence indicates that the Subcontractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Subcontractor will be unable to meet its obligations under this Non-discrimination clause, Subcontractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

(6) Subcontractor shall comply with all Provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor. Subcontractor shall also comply with any state or local statute, regulation or ordinance regarding discriminatory conduct and/or equal employment.

(7) Subcontractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the administering agency, Secretary of Labor and the Office of Federal Contract Compliance Programs (OFCCP) for purposes of investigation to ascertain compliance with the provisions of Executive Order 11246 of September 24, 1965. If Subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission. If the OFCCP determines that the Subcontractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Subcontractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

735002048

(8) Subcontractor shall actively recruit minority Sub-subcontractors or Sub-subcontractors with substantial minority representation among their employees.

(9) Subcontractor shall include the provisions of this non-discrimination clause in every Sub-subcontract, so that such provisions will be binding upon each Sub-subcontractor.

(10) By entering into an agreement related to the work described in the contract documents, the Subcontractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subcontractor further certifies that it will not maintain or provide for employees any segregated facilities at any establishments under its control and that it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of this Agreement. As used herein, the term "segregated facilities" means waiting rooms, work areas, washrooms, restaurants and other eating areas, time clocks, restrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

THIS FORM MUST BE NOTARIZED

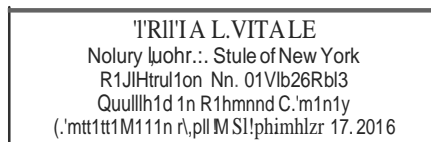
IF A CORPORATION:

Subscribed and sworn to before me this

11th Day of September 2017

TRICIA L. VITALE

Notary Public



Action Elevator, Inc./dba Hudson Elevator Group
Subcontractor

By:

[Signature]

President or Vice President

(CORP... SEAL)

THIS FORM MUST BE NOTARIZED

IF A PARTNERSHIP OR SOLE OWNER:

Subscribed and sworn to before me this

____ day of _____ 20____

Subcontractor

By: _____

Notary Public

General Partner or Owner